

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 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

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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. CD **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. CD **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. CD **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) CD **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.

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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) CD **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.
- 6) CD **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) CD **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) CD **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) CD **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) CD **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) CD **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) CD **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.

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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 required 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 required 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) DD **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 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 as soon as they become available 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) CD **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) CD **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) CD **Family Survey**: Recipient is required to provide families access to a one-time **Leading Indicator Survey, Family** by program administrators the spring semester.
- 17) CD **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.

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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;
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 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:

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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 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.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 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 Year-End Program Report, 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.

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

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 Development, 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
AADC 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.

- 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).

**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:

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 Government of Nashville and Davidson County and AAOC Camps for Youth Development, Contract # _____ 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

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

NASHVILLE PUBLIC LIBRARY

DocuSigned by:

Terri Luke

5/29/2024

EE49BFD9F0343F...

Interim Library Director

RECIPIENT: AAOC Camps for Youth Development

By (Signature):

Matthew Adams

Authorized Officer Name:

Title:

Sworn to and subscribed to before me a Notary Public, this 21st day of May, 2024

Notary Public



Aleta Porter

My Commission expires

05/09/2026

Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA

Funds For FY 2025 Program

ORGANIZATION NAME	AAOC Camps for Youth Development	CONTRACT # (Office Use):	
PROGRAM NAME	E Program	START DATE:	1-Jul-24
ADDRESS	1326 Rosa L. Parks Blvd., Ste A	END DATE:	30-Jun-25
CITY, STATE & ZIP	Nashville, TN 37208	CONTACT PERSON:	Caroline Davis
FEDERAL ID # (EIN)	55-0856946	CONTACT TELEPHONE	(615) - 289-3148

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	20,580.00	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.		
Benefits and Taxes	1,660.00	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, curriculum/activity sheets bo		
Communications	460.00	GoDaddy Website subscription & 2 emails for staff at \$100 yearly cost.		
Postage and Shipping	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Occupancy	4,500.00	September 2024 1 month rent at 2620 Clarksville Pike 37208 paid to Adlon		
Equipment Rental and Maintenance	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Printing and Publications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Travel/Conferences & Meetings	0.00	Milage, parking and other travel unit cost and unit number		
Insurance	0.00	Unit cost or % of total cost charged to this grant		
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	1,000.00	10 Lenovo android tablets at \$99.99 to use for IXL.		
Transportation	0.00	Daily rate, number of days separated by afterschool and summer (if applicable)		
Field Trips	0.00	Per youth average cost or cost per trip and estimated number of youth participating		
Professional Fees/Enhancement	0.00	Any contracted services, including external enhancement partners- cost per contract or per hour/class		
Other Non-Personnel	1,500.00	CPA services.		
Indirect Cost		Pamers 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.		
	0.00			
Total Non-personnel	11,635.00			
Afterschool sub-total	33,875.00			

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.		
Salaries and Wages	30,600.00	Director salaried \$1080 x 8 wks = \$8640, Asst Site Dir-salaried-\$1000 x 8 wks = \$9000, Teachers \$17 x 20 hrs wkly =340 x 8 wks=\$2720, Special Needs Teacher \$17 x 30hrs= \$510 wkly x 8wks=\$4080, Teacher-MOH class \$17 x35 hrs wkly=\$595 x 8 wks= \$4760 & Spanish Teacher-\$25hr x12hrs wkly \$375 x 8 wks =2400.		
Benefits and Taxes	2,341.00	Fica and SS benefits-\$30600 x 7.65 rate.		
Total Personnel Expenses	32,941.00			
Office Supplies	2,559.00	Printing summer literacy &Math curriculum. Tdpole Etiquette Program materials, Arts & Crafts for classes, journal books, pens pencils file folders, construction paper		
Communications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Postage and Shipping	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Occupancy	9,000.00	2 months rents June and July,2024 @ \$4500 monthly to Adlon for property located 2620 Clarksville Pike.		
Equipment Rental and Maintenance	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Printing and Publications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Travel/Conferences & Meetings	0.00	Milage, parking and other travel unit cost and unit number		
Insurance	7,000.00	1/2 Progressive Commerical Auto Insurance and 1/2 Insurvent business general liability Insurance. Yearly total \$2000.		
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 25students.		
Field Trips	6,000.00	Field trips to Atlanta,GA to the Civil RightsCenter and Field trip to Kings Island, OH -Kings Island Amusement Park.		
Professional Fees/Enhancement partners	1,500.00	MNPS Hull Jackson, Gym and MNPS IT Creswell Auditorium		
Other Non-Personnel	4,000.00	Contract 2 bus drivers for loal field trips in Nashville, \$500 weekly x 8 weeks		
Indirect Cost		Pamers 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.		
	0.00			
Total Non-personnel	31,059.00			
Summer sub-total	64,000.00			
TOTAL	97,875.00			

RECIPIENT: _____
 AUTHORIZED SIGNATURE: 

TITLE: CEO
 DATE: 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?

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 Davidson 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-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 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 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. TC **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. TC **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. TC **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) TC **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.

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) TC **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.
- 6) TC **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) TC **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) 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) TC **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) TC **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) TC **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) TC **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.

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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 required 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 required 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 **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 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 as soon as they become available 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) TL **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) TL **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) TL **Family Survey**: Recipient is required to provide families access to a one-time **Leading Indicator Survey, Family** by program administrators the spring semester.
- 17) TL **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.

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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;
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 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:

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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 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.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 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 effect 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 Year-End Program Report, 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.

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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

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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 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

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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 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 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 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,
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant.
 - iii. 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 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

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 Government of Nashville and Davidson County and Backfield In Motion, Inc., Contract # _____ July 1, 2024 – June 30, 2025

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/mju

Director of Finance

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

NASHVILLE PUBLIC LIBRARY

DocuSigned by:
Terri Luke 5/29/2024
EE498BDF9F0343F...
Interim Library Director

RECIPIENT: Backfield In Motion, Inc.

By (Signature): *Tom E. Gunn*

Authorized Officer Name:

Title: *CEO*

Sworn to and subscribed to before me a Notary Public, this *05th* day of *20*, 2024

Notary Public




My Commission expires *03/09/2027*

**Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA
Funds For FY 2025 Program**

ORGANIZATION NAME	Backfield in Motion, Inc.	CONTRACT # (Office Use):	
PROGRAM NAME	Backfield in Motion	START DATE:	7/1/2024
ADDRESS	920 Woodland St.	END DATE:	6/30/2025
CITY, STATE & ZIP	Nashville, TN 37206	CONTACT PERSON	Micah Kimble Sr.
FEDERAL ID # (EIN)	62-1826603	CONTACT TELEPHONE	(615) 227 - 9935

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	377,660.00	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)= \$96,050; 5 Site Coordinators Total (\$17 an hour x 3 hours a day x 113 Days)= \$28,815; 12 Youth Coordinators Total (\$15 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 total 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	67,979.00	Payroll taxes calculated at 18%		
Total Personnel Expenses	445,639.00			
Office Supplies	0.00	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	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Occupancy	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Equipment Rental and Maintenance	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Printing and Publications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Travel/Conferences & Meetings	0.00	Milage, parking and other travel unit cost and unit number		
Insurance	0.00	Unit cost or % of total cost charged to this grant		
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	9,351.00	\$27.67 per student- for books, learning blade registration, and other academic supplies		
Transportation	0.00	Daily rate, number of days separated by afterschool and summer (if applicable)		
Field Trips	3,000.00	\$8.88 per student for field trip cost		
Professional Fees/Enhancement partners	0.00	Any contracted services, including external enhancement partners- 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	Partners 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	12,351.00			
Afterschool sub-total	457,990.00			

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.		
Salaries and Wages	18,900.00	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		
Benefits and Taxes	2,800.00	Payroll taxes calculated @15%		
Total Personnel Expenses	21,700.00			
Office Supplies	0.00	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	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Occupancy	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Equipment Rental and Maintenance	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Printing and Publications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Travel/Conferences & Meetings	0.00	Milage, parking and other travel unit cost and unit number		
Insurance	0.00	Unit cost or % of total cost charged to this grant		
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	2,300.00	\$92 Per youth-for books, learning blade registration, and other academic supplies		
Field Trips	4,000.00	\$160 per student		
Professional Fees/Enhancement partners	0.00	Any contracted services, including external enhancement partners- 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	Partners 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	6,300.00			
Summer sub-total	28,000.00			
TOTAL	485,990.00			

RECIPIENT
 AUTHORIZED SIGNATURE: 
 TITLE: COO
 DATE: 5 / 21 / 2024

[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, Contract # _____ July 1, 2024 – June 30, 2025

**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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Bethlehem Centers of Nashville, 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.**

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. SF **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. SF **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) SF **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.

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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) SF **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) SF **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 Management System, Salesforce.

11) SF **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) SF **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.

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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 required 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 required 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) SF **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 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 as soon as they become available 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) SF **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) SF **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) SF **Family Survey**: Recipient is required to provide families access to a one-time **Leading Indicator Survey, Family** by program administrators the spring semester.
- 17) SF **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.

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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;
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 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:

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C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed **\$104,200** (24 slots for afterschool, 28 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 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

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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 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 Year-End Program Report, 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.

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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

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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 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

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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 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

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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.

- 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).

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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:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/mjw

Director of Finance

APPROVED AS TO RISK AND INSURANCE:

Balagun Cobb

Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth

Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

NASHVILLE PUBLIC LIBRARY

DocuSigned by:

Terri Luke

5/29/2024

EE49BFD9F034BF...

Interim Library Director

RECIPIENT: Bethlehem Centers of Nashville

By (Signature): *Steve E. Fleming*

Authorized Officer Name: *Steve E. Fleming*
Title: *CEO*


Sworn to and subscribed to before me a Notary Public, this 23rd day of May, 2024

Notary Public
P. Amos



My Commission Expires Nov. 2, 2026

My Commission expires Nov 2, 2026 -

Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA			
Funds For FY 2025 Program			
ORGANIZATION NAME	Bethlehem Centers of Nashville		CONTRACT # (Office Use):
PROGRAM NAME	Stars of Bethlehem		START DATE: 7/1/2024
ADDRESS	1417 Charlotte Avenue		END DATE: 6/30/2025
CITY, STATE & ZIP	Nashville, TN 37203		CONTACT PERSON: Steve E. Fleming
FEDERAL ID # (EIN)	62-0843073		CONTACT TELEPHONE: (615) 500-3503
COST CATEGORIES	TOTAL BUDGET REQUEST	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)	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 benefits are charged to this grant
Total Personnel Expenses	20,160.00	48,000.00	
Office Supplies	1,540.00	4,800.00	0.32% of total cost to this grant
Communications	540.00	2,750.00	0.19% of total cost charged to this grant
Postage and Shipping	0.00	350.00	No charge to this grant
Occupancy	3,537.50	33,360.00	0.11% of total cost of this grant.
Equipment Rental and Maintenance	0.00	2,000.00	No charge to this grant
Printing and Publications	210.00	1,500.00	0.14% of total cost charged to this grant
Travel/Conferences & Meetings	1,282.50	5,000.00	0.25% of total cost charged to this grant
Insurance	0.00	3,700.00	No charge to this grant
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	2,750.00	9,000.00	0.30% of total cost charged to this grant
Afterschool/summer transportation	0.00	0.00	No charge to this grant
Field 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	0.00	Anything else that is part of programming cost but is not listed
Indirect Cost	0.00	0.00	Partners 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.
Total Non-personnel	12,360.00	72,460.00	
Afterschool sub-total	32,520.00	120,460.00	
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 for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.
Salaries and Wages	21,760.00	51,000.00	0.42 % of total cost charged to this grant
Benefits and Taxes	0.00	0.00	Types of benefits, rates and number of staff, whose benefits are charged to this grant
Total Personnel Expenses	21,760.00	51,000.00	
Office Supplies	2,194.00	4,675.00	0.46% of total cost to this grant
Communications	500.00	1,200.00	0.41% of total cost charged to this grant
Postage and Shipping	500.00	1,000.00	0.50% of total cost charged to this grant
Occupancy	7,750.00	33,360.00	0.23% of total cost of this grant.
Equipment Rental and Maintenance	2,000.00	4,500.00	0.44% of total cost charged to this grant
Printing and Publications	3,000.00	4,500.00	0.66% of total cost charged to this grant
Travel/Conferences & Meetings	7,100.00	9,900.00	0.71% of total cost charged to this grant
Insurance	1,700.00	7,320.00	0.23% total cost to this grant
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	13,776.00	18,078.00	0.76% of total cost charged to this grant
Field Trips	8,400.00	12,470.00	0.67% of total cost charged to this grant
Professional Fees/Enhancement partners	3,000.00	6,200.00	0.48% of total cost charged to this grant
Other Non-Personnel	0.00	0.00	Anything else that is part of programming cost but is not listed
Indirect Cost	0.00	0.00	Partners can choose to budget either separate line items above or request an indirect
Total Non-personnel	49,920.00	103,203.00	
Summer sub-total	71,680.00	154,203.00	
TOTAL	104,200.00	274,663.00	
RECIPIENT		Steve E. Fleming	
AUTHORIZED SIGNATURE:			
TITLE		CEO	
DATE		6/4/2024	

[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?

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Black Lemonade, 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.**

Requirements for Programming

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

1. KB **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. KB **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. KB **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) KB **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.

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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) VB **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.
- 6) VB **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) VB **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) VB **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) VB **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) VB **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) VB **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) VB **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.

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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 required 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 required 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) KB **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 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 as soon as they become available 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) KB **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) KB **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) KB **Family Survey**: Recipient is required to provide families access to a one-time **Leading Indicator Survey, Family** by program administrators the spring semester.
- 17) KB **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.

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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;
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 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:

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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 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.Fahmy@nashville.gov

C.4. Reporting

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

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

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

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,

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

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 Year-End Program Report, 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.

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

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

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

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.**

- 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).

Grant contract between the Metropolitan Government of Nashville and Davidson County and Black Lemonade, 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

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 Government of Nashville and Davidson County and Black Lemonade, Contract # _____ 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

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

NASHVILLE PUBLIC LIBRARY

DocuSigned by:

Terri Luke

5/29/2024

EE49BFD9F0343F...
Interim Library Director

RECIPIENT: Black Lemonade

By (Signature): *Kaymi Butler*

Authorized Officer Name: *Kaymi Butler*
Title: *Founder and CEO*

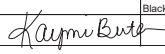
Sworn to and subscribed to before me a Notary Public, this 22 day of May, 2024

Notary Public

J.R.L.



My Commission expires 3-22-27

Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA		
Funds For FY 2025 Program		
ORGANIZATION NAME	Black Lemonade	CONTRACT # (Office Use):
PROGRAM NAME	Black Lemonade	START DATE:
ADDRESS	100 Powell Place #1024	END DATE:
CITY, STATE & ZIP	Nashville, TN 37204	CONTACT PERSON
FEDERAL ID # (EIN)	86-2976641	CONTACT TELEPHONE
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 M-Fri Administrative Assistant(1) x 750hrs x 20/hr M-F \$15000 CEO(1) x 1200hrs x \$35/hr = 42,000
Salaries and Wages	86,582.00	
Benefits and Taxes	12,000.00	Payroll taxes for all staff, TN tax and SUI rate
Total Personnel Expenses	98,582.00	
Office Supplies	1,500.00	ink, paper, pens, wifi
Communications	2,500.00	Procure system for parents -89/mo, email platform \$15.73/ month, Google voice \$13.87/ 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 Conference for 3 attendees, average cost is 10,000 per guest.
Insurance	800.00	
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	16,050.00	90 youth - DEI Workbook, Thanksgiving/Christmas/Valentine's day Events, backpack and school supplies
Afterschool/summer transportation	6,500.00	Transportation to events and showcases \$500 per trip
Field Trips	11,088.00	Transportation 7500 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	Partners 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.
Total Non-personnel	68,508.00	
Afterschool sub-total	167,090.00	
Summer Programs		Summer program funded in this cycle is July 1-31,2022 and June 1- 30, 2023 Per slot rate for summer to be calculated at \$8 an hour per slot. Maximum cost per youth
		Summer July 2024 7:30am-12:30pm M-Thurs Certified Teachers (3) x 80 x \$20/hr = 4800 8:30am-4pm M-F 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 \$35/hr 40 hours a week= 7000 Summer June 2025 7:30am-12:30pm M-Thurs Certified Teachers (3) x 80 x \$20/hr = 4800 8:30am-4pm M-F 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 \$35/hr 40 hours a week= 7000
Salaries and Wages	47,520.00	
Benefits and Taxes	6,000.00	
Total Personnel Expenses	53,520.00	
Office Supplies	1,000.00	office supplies: paper, pens, etc and wifi
Communications	600.00	Procure system for parents 89/mo, email platform \$15.73/ month, Google voice \$13.87/ month, social media marketing \$50/month, 100/month for mail service/meetings
Postage and Shipping	50.00	postage
Occupancy	12,700.00	Storage rental and Summer Camp rental
Equipment Rental and Maintenance		
Printing and Publications	2,000.00	Flyers, Summer and Afterschool publications
Travel/Conferences & Meetings	4,300.00	SEL Conference - \$2500 1 participant from this grant YI Conference - \$1800 1 participant from this grant
Insurance	600.00	
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	15,000.00	Superhero Workbooks -\$1800 camp lany pack - \$8 per Camp shirt- \$10 per refillable water bottle- \$12 per ST Math- 9,000
Transportation	5,000.00	Events and showcases \$500 per trip
Field Trips	11,400.00	30 youth at an average of 30 per trip- (subject to change) Wave County Adventure Science Center National Museum for African American Music Skating Rink Holiday World Tree Top Adventure Transportation - average 1000 per trip
Professional Fees/Enhancement partners	5,000.00	We've average \$500 per enhancement partner (4-6) for our youth program
Other Non-Personnel		
Indirect Cost	0.00	Partners 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.
Total Non-personnel	57,850.00	
Summer sub-total	111,170.00	
TOTAL	278,260.00	
RECIPIENT	Black Lemonade	
AUTHORIZED SIGNATURE:		
TITLE	Founder and CEO	
DATE	06/04/2024	

[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

Summer Program Name

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?

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, Contract # _____ July 1, 2024 – June 30, 2025

**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

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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. (K) **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. (K) **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. (K) **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) (K) **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.

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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) (10) **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.
 - 6) (10) **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) (10) **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) (10) **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) (10) **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) (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) (10) **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) (10) **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.

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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 required 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 required 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:


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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 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 as soon as they become available 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 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.

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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;
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 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:

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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 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.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 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 Year-End Program Report, 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.

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

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 Carnegie Writers, 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 Carnegie Writers, 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 Carnegie Writers, Contract # _____ July 1, 2024 – June 30, 2025

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.

- 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 offense 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 Carnegie Writers, 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

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 Government of Nashville and Davidson County and Carnegie Writers, Contract # _____ 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

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

RECIPIENT: Carnegie Writers

By (Signature):

Kevin Elufiede
Oluwakemi Elufiede

Authorized Officer Name:

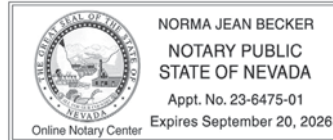
Title: *founder/ president.*

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



Notarial Act performed by Audio- ideo Communication.

My Commission expires 09/20/2026

NASHVILLE PUBLIC LIBRARY

DocuSigned by:

Terri Luke

EE49BDF9F034BF...

5/29/2024

Interim Library Director

Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA				
Funds For FY 2025 Program				
ORGANIZATION NAME	Carnegie Writers	CONTRACT # (Office Use)		
PROGRAM NAME	Team Author Workshop	START DATE	1-Jul-24	
ADDRESS	1900 Glen Echo Road, 10000	END DATE	30-Jun-25	
CITY, STATE & ZIP	Nashville, TN 37217	CONTACT PERSON	ami Eulufse	
FEDERAL ID # (FURN)	174782119	CONTACT TELEPHONE	1-800-794-8113 ext. 501	
COST CATEGORIES		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	19,815	The program staff includes one Program Director, who is paid \$6,966, and two Literacy Facilitators, with a combined payment of \$10,449. Additionally, the payroll service costs \$2,400.		
Benefits and Taxes		Types of benefits, rates and number of staff, whose benefits are charged to this grant		
Total Personnel Expenses	19,815.00			
Office Supplies	0.00	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	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Equipment	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Equipment Rental and Maintenance	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Printing and Publications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Travel/Conferences & Meetings	0.00	Mileage, parking and other travel unit cost and unit number		
Insurance	750.00	Annual Liability Insurance		
Direct youth costs (learning supplies, learning software, program games, food, etc.)	0.00	Per youth average cost or cost per purchase type		
Transportation	300.00	This transportation cost covers the two field trips, one to The Parthenon and the other to the Frist Museum.		
Field Trips	236.00	The budget allocates a total of \$236 for entrance fees, with \$190 for the Parthenon trip (covering \$160 for youths and \$30 for adults) and \$45 for the Frist Museum trip, which is exclusively for adult admission.		
Professional Fees/Enhancement partners	1,000.00	Allocated funds for enhancement partners on		
Other Non-Personnel	6,000.00	Costs for putting together the publication, including design, printing, and distribution of the		
Indirect Cost		Partners 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	7,385.00			
After-school subtotal	27,198.00			
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.		
Salaries and Wages	7,700.00	The Program Director will be paid \$616 per week, and each Literacy Facilitator will be paid \$440 per week.		
Benefits and Taxes	0.00	Types of benefits, rates and number of staff, whose benefits are charged to this grant		
Total Personnel Expenses	7,700.00			
Office Supplies	0.00	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	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Equipment	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Equipment Rental and Maintenance	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Printing and Publications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Travel/Conferences & Meetings	0.00	Mileage, parking and other travel unit cost and unit number		
Insurance	0.00	Estimated unit cost or % of total cost charged to this grant		
Direct youth costs (learning supplies, learning software, program games, food, etc.)	0.00	Per youth average cost or cost per purchase type		
Field Trips	1,145.00	This cost includes expenses for three field trips, covering both transportation and admission fees: National Museum of African American Music: \$539.85 (Youth: \$459.00, Adults: \$80.85) Belmont Mansion: \$306.00 (Youth: \$240.00, Adults: \$66.00) Parasaurus Books: \$50 (no admission cost)		
Professional Fees/Enhancement partners	600.00	Allocated funds for enhancement partner		
Other Non-Personnel	895.00	Costs for putting together the publication, including design, printing, and distribution of the anthology featuring participants work, expenses for venue, catering, and activity materials to facilitate family engagement events, and funding for books, writing supplies, and creative activity resources necessary for program activities.		
Indirect Cost		Partners 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	2,640.00			
Summer subtotal	10,340.00			
TOTAL	37,538.00			
RECIPIENT	ami Eulufse - Carnegie Writers			
AUTHORIZED SIGNATURE	<i>ami Eulufse</i>			
TITLE	President			
DATE	5/23/2024			

[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:

1) TMW **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.

3) TMW **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) TMW **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.

5) TMW **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.

6) TMW **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.

7) TMW **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) TMW **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) TMW **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 required trainings, either in-person or online, from the following: Weikart online trainings, Exploring

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

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 required 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

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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 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:

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- 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.

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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.

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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.

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- 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 Year-End Program Report, 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)

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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.

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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

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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 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

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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

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.**

- 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;

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- 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 METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/mjw
Director of Finance

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

NASHVILLE PUBLIC LIBRARY

DocuSigned by:
Terri Luke 5/29/2024
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Interim Library Director

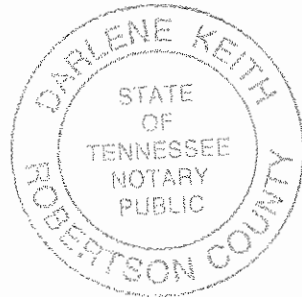
RECIPIENT: East Nashville Hope Exchange

By (Signature): Geneva (Kiki) Whelan

Authorized Officer Name:
Title: Executive Director

Sworn to and subscribed to before me a Notary Public,
this 23rd day of May, 2024

Notary Public: Darlene Keith
12/29/25



My Commission expires 12/29/25.

1. [Illegible]

Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA

Funds For FY 2025 Program

ORGANIZATION NAME	East Nashville Hope Exchange	CONTRACT # (Office Use):		
PROGRAM NAME	My Family, My Community, My World	START DATE:	1-Jul-24	
ADDRESS	419 Woodland 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 benefits are charged to this grant		
Total Personnel Expenses	0.00			
Office Supplies	0.00	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	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Occupancy	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Equipment Rental and Maintenance	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Printing and Publications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Travel/Conferences & Meetings	0.00	Milage, parking and other travel unit cost and unit number		
Insurance	0.00	Unit cost or % of total cost charged to this grant		
Direct youth costs (learning supplies, learning software, programs, games, food etc.)	0.00	Per youth average cost or cost per purchase type		
Transportation	0.00	Daily rate, number of days separated by afterschool and summer (if applicable)		
Field Trips	0.00	Per youth average cost or cost per trip and estimated number of youth participating		
Professional Fees/Enhancement partners	0.00	Any contracted services, including external enhancement partners- cost per contract or per		
Other Non-Personnel	0.00	Anything else that is part of programming cost but is not listed		
Indirect Cost	0.00	Partners 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	0.00			
Afterschool sub-total	0.00			

Summer Programs		3 Staff x 10 students (Lead & Assistant Teacher 75% of salary each) (Site Director 25% of salary)		
Salaries and Wages	11,500.00	3 Staff x 10 students (Lead Teacher 75% of salary, Assistant Teacher 75% of salary, Site Director 25% of salary)		
Benefits and Taxes	0.00	Types of benefits, rates and number of staff, whose benefits are charged to this grant		
Total Personnel Expenses	11,500.00			
Office Supplies	0.00	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	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Occupancy	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Equipment Rental and Maintenance	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Printing and Publications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Travel/Conferences & Meetings	0.00	Milage, parking and other travel unit cost and unit number		
Insurance	0.00	Unit cost or % of total cost charged to this grant		
Direct youth costs (learning supplies, learning software, programs, games, food etc.)	2,600.00	(\$433x 6 weeks)		
Field Trips	1,500.00	(\$25 per trip (6 trips) x 10 students)		
Professional Fees/Enhancement partners	1,200.00	Mr. Bond Science Guy \$400) (SuperMoney aids \$875)		
Other Non-Personnel	0.00	Anything else that is part of programming cost but is not listed		
Indirect Cost	0.00	Partners 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	5,300.00			
Summer sub-total	16,800.00			
TOTAL	16,800.00			

RECIPIENT AUTHORIZED SIGNATURE:	East Nashville Hope Exchange Teneka M Walker			
TITLE	Executive Director			
DATE	5/23/2024			

[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?

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, Contract # _____ July 1, 2024 – June 30, 2025

**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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Global Outreach Developments International, Contract # _____ July 1, 2024 – June 30, 2025

- 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. SN **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. SN **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. SN **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) SN **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Global Outreach Developments International, 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) SN **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.
- 6) SN **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) SN **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) SN **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) SN **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) SN **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) SN **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) SN **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)

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- 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 required 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 required 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:

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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 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 as soon as they become available 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Global Outreach Developments International, Contract # _____ July 1, 2024 – June 30, 2025

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 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:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Global Outreach Developments International, Contract # _____ July 1, 2024 – June 30, 2025

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 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.Fahmy@nashville.gov

C.4. **Reporting**

Grant contract between the Metropolitan Government of Nashville and Davidson County and Global Outreach Developments International, Contract # _____ July 1, 2024 – June 30, 2025

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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Global Outreach Developments International, Contract # _____ July 1, 2024 – June 30, 2025

- 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.

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- 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 Year-End Program Report, 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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Global Outreach Developments International, Contract # _____ July 1, 2024 – June 30, 2025

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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Global Outreach Developments International, Contract # _____ July 1, 2024 – June 30, 2025

- 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Global Outreach Developments International, Contract # _____ July 1, 2024 – June 30, 2025

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Global Outreach Developments International, Contract # _____ July 1, 2024 – June 30, 2025

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.

- 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).

Grant contract between the Metropolitan Government of Nashville and Davidson County and Global Outreach Developments International, 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

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 Government of Nashville and Davidson County and
Global Outreach Developments International, Contract # _____ 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

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

NASHVILLE PUBLIC LIBRARY

DocuSigned by:

Terni Luke

5/29/2024

EE48BFD0F0F0048F...

Interim Library Director

**RECIPIENT: Global Outreach Developments
International**

By (Signature): [Handwritten Signature]

Authorized Officer Name:

Title: EXECUTIVE SECRETARY

Sworn to and subscribed to before me a Notary Public,
this 22 day of May, 2024

Notary Public

Gabrielle Ladd
Gabrielle Ladd



My Commission expires September 27, 2026




Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA

Funds For FY 2025 Program

ORGANIZATION NAME	Global Outreach Developments International & Art Lab	CONTRACT # (Office Use):	
PROGRAM NAME		START DATE:	July 1, 2024
ADDRESS	401 Center Street	END DATE:	June 30, 2025
CITY, STATE & ZIP	Old Hickory, TN 37138	CONTACT PERSON	Stefanie Price
FEDERAL ID # (EIN)	20-0238931	CONTACT TELEPHONE	(615) 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		
		(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).		
Salaries and Wages	141,933.50			
Benefits and Taxes	6,924.86	7.65% of lead salaries		
Total Personnel Expenses	148,858.36			
Office Supplies	0.00	na		
Communications	0.00	na		
Postage and Shipping	0.00	na		
Occupancy	0.00	na		
Equipment Rental and Maintenance	0.00	na		
Printing and Publications	0.00	na		
Travel/Conferences & Meetings	0.00	na		
Insurance	0.00	na		
Learning software, programs, games, food,	5,056.64	\$38/youth which includes t-shirts, activity supplies, SEL games, cooking supplies,		
Transportation	28,000.00	\$250 per day for 112 days which totals 28,000.		
Field Trips	0.00	na		
Professional Fees/Enhancement partners	6,000.00	This includes our CRM system for enrollment, recruitment, and communication (\$4,000) & (PNB Boxing 1000, 1000 Podcast enhancement OR 100 for 5 enhancement		
Other Non-Personnel	1,300.00	this includes CPR, Training materials, hospitality for trainings, admin supplies, and		
Indirect Cost				
	19,000.00	See Cost Allocation Plan		
Total Non-personnel	40,356.64			
Afterschool sub-total	208,215.00			

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.		
		Manager: \$17/hr, 40 hours 4 weeks, 30 hours 4 weeks= \$4760, Admin: \$17/hr, 40hrs, 12 weeks, Site Coordinator: \$18/hr, 40 hours 4 weeks, 30 hours 4 weeks, 23 hours 4 weeks, Lead Facilitator: \$18/hr, 40 hours 4 weeks, 30 hours 2 weeks.	\$2,000.00	United Way (uly only)
Salaries and Wages	21,020.00			
Benefits and Taxes	1,600.00	7.65% of salaries		
Total Personnel Expenses	22,620.00			
Office Supplies	0.00	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	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Occupancy	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Equipment Rental and Maintenance	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Printing and Publications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Travel/Conferences & Meetings	0.00	Milage, parking and other travel unit cost and unit number		
Insurance	0.00	Unit cost or % of total cost charged to this grant		
Learning software, programs, games, food,	1,500.00	\$43/youth	\$2500, \$1000	Reading, United Way (uly
Field Trips	400.00	This will cover admission for 36 people for entrance fee of \$10. Location is TBD but		
Professional Fees/Enhancement partners	4,380.00	This includes our CRM system for enrollment, recruitment, and communication (\$3000) & enhancement partners (\$1380 which will cover a week of PNB boxing and a week in \$1000 and at least 4 enhancement partners a \$95 per class for \$380)		
Other Non-Personnel	300.00	This includes an CPR training, hospitality for training, admin supplies, staff		
Indirect Cost				
	4,400.00	See Cost Allocation Plan		
Total Non-personnel	6,580.00			
Summer sub-total	33,600.00			
TOTAL	241,815.00			

RECIPIENT	Stefanie N Price		
AUTHORIZED SIGNATURE:			
TITLE	Director of Community Services		
DATE	05 / 23 / 2024		

[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)

Summer Program Name

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?

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

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**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

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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. 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 by program staff.
2. KM **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. KM **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) KM **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.

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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) KM **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.

6) KM **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) KM **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) KM **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) KM **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) KM **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) KM **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) KM **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.

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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 required 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 required 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:

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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 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 as soon as they become available 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) KM **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) KM **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) KM **Family Survey**: Recipient is required to provide families access to a one-time **Leading Indicator Survey, Family** by program administrators the spring semester.
- 17) KM **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.

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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;
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 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:

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- 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 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.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 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 Year-End Program Report, 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Martha O'Bryan Center, Contract # _____ July 1, 2024 – June 30, 2025

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 Martha O'Bryan Center, 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 Martha O'Bryan Center, 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 Martha O'Bryan Center, Contract # _____ July 1, 2024 – June 30, 2025

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.

- 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).

Grant contract between the Metropolitan Government of Nashville and Davidson County and Martha O'Bryan Center, 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

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 Government of Nashville and Davidson County and Martha O'Bryan Center, Contract # _____ 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

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

NASHVILLE PUBLIC LIBRARY

DocuSigned by:
Terri Luke 5/29/2024
EE49BFD9F034BF
Interim Library Director

RECIPIENT: Martha O'Bryan Center

By (Signature): [Signature]

Authorized Officer Name:
Title:

Sworn to and subscribed to before me a Notary Public, this 20th day of May, 2024

Notary Public

[Signature]



My Commission expires 03/03/2025

**Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA
Funds For FY 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	Nashville, 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 Liton Middle Site Coordinators; Approximately 10% of 2 MOBC/Explore Site Coordinators; Approximately 10% of Warner Site Coordinator:100% of 6 tutors.	164,700.00	LEAPs
Benefits and Taxes	18,310.00	Benefits and taxes for above listed staff. Benefits include disability insurance, medical insurance, retirement, work comp, and FICA. Plus approximately 3% of Payroll fees, costs allocated for direct staff only	23,540.00	LEAPs
Total Personnel Expenses	140,635.00			
Office Supplies	300.00	Approximately \$75 per site for office supplies		
Communications	1,510.00	Approximately 3% of telephone and internet, costs allocated for direct staff only		
Postage and Shipping	0.00	None.		
Occupancy	5,950.00	Approximately 3% of Utilities, Custodial, Grounds Maintenance, costs allocated for direct staff 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		
Travel/Conferences & Meetings	150.00	Mileage for local travel incurred by staff for traveling between sites, picking up supplies, etc.		
Insurance	1,900.00	Approximately 3% of Insurance, costs allocated for direct staff only		
Direct youth costs (training supplies, learning software, programs, games, food, etc.)	24,600.00	\$150 per youth		
Transportation	4,000.00	Daily rate, number of days separated by afterschool and summer (if applicable)		
Field Trips	4,100.00	\$25 per youth		
Professional Fees/Enhancement partners	10,085.00	100 sessions at \$100 per session CPR/First Aid Training		
Other Non-Personnel	3,950.00	Approximately 3% of Computer Contract, costs allocated for direct staff only		
Indirect Cost	27,290.00	Our approved indirect cost rate is 14%.		
Total Non-personnel	81,585.00			
Afterschool sub-total	222,220.00			

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.		
Salaries and Wages	44,411.00	1 week in July 2024, 4 weeks in June 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, costs allocated for direct staff 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		
Occupancy	275.00	Approximately 9% of Utilities, Custodial, Grounds Maintenance, costs allocated for direct staff only		
Equipment Rental and Maintenance	175.00	Approximately 9% of Copier Contract, costs allocated for direct staff only	1,375.00	LEAPs
Printing and Publications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant		
Travel/Conferences & Meetings	0.00	Mileage, 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 (training supplies, learning software, programs, games, food, etc.)	12,000.00	\$200 per youth		
Field Trips	9,000.00	\$150 per youth		
Professional Fees/Enhancement partners	9,000.00	60 sessions at \$150 per session		
Other Non-Personnel	450.00	Approximately 9% of Computer Contract, costs allocated for direct staff only		
Indirect Cost	11,789.00	Our approved indirect cost rate is 14%.		
Total Non-personnel	43,089.00			
Summer sub-total	96,000.00			
TOTAL	318,220.00			

RECIPIENT AUTHORIZED SIGNATURE: *Polly Simons*

TITLE: Grant Accounting Manager
DATE: 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?

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, Contract # _____ July 1, 2024 – June 30, 2025

**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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville International Center for Empowerment, Contract # _____ July 1, 2024 – June 30, 2025

- 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. RM **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) RM **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville International Center for Empowerment, Contract # _____ July 1, 2024 – June 30, 2025

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) RM **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.

6) RM **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) 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) RM **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) RM **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.

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- 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 required 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 required 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.

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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 as soon as they become available 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) RM **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) RM **Staff Survey (Director/Manager and Frontline)**: Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.

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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) RM **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

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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 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;

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- 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 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.

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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:

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- 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

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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 Year-End Program Report, 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:

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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.

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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.

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- 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville International Center for Empowerment, Contract # _____ July 1, 2024 – June 30, 2025

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville International Center for Empowerment, Contract # _____ July 1, 2024 – June 30, 2025

- 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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Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville International Center for Empowerment, Contract # _____ July 1, 2024 – June 30, 2025

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/mju

Director of Finance

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

NASHVILLE PUBLIC LIBRARY

DocuSigned by:
Terri Luke
EE49BFD9F0343F...

5/29/2024

Interim Library Director

RECIPIENT: Nashville International Center for Empowerment

By (Signature): *Gatluak Thach*

Authorized Officer Name: Dr. Gatluak Thach
Title: Founder & CEO

Sworn to and subscribed to before me a Notary Public, this 22nd day of May, 2024

Notary Public




Samantha Louise Bly Jenkins

My Commission expires _____ My Commission Expires Nov. 3, 2025

Government of			
Funds For FY 2025 Program			
ORGANIZATION NAME	N.I.C.E.	CONTRACT # (Office Use):	
PROGRAM NAME	YEA	START DATE:	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 afterschool 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 manager at 30 weeks x 10 hrs/wk x \$23	
Benefits and Taxes	\$ 6,467.00	6.0% x total salary on program for benefits and 8.95% x total salary for all taxes	
Total Personnel Expenses	\$ 49,727.00		
Office Supplies	\$ 1,774.00	2.1% of total expense to cover office supplies, printing, postage, paper, toner, etc.	
Communications	\$ -	Estimated unit number and unit cost or % of total cost charged to this grant	
Postage and Shipping	\$ -	Estimated unit number and unit cost or % of total cost charged to this grant	
Occupancy	\$ 1,774.00	2.1% of total grant to cover phones, internet access and office space rent	
Equipment Rental and Maintenance	\$ -	Estimated unit number and unit cost or % of total cost charged to this grant	
Printing and Publications	\$ -	Estimated unit number and unit cost or % of total cost charged to this grant	
Travel/Conferences & Meetings	\$ -	Milage, parking and other travel unit cost and unit number	
Insurance	\$ -	Unit cost or % of total cost charged to this grant	
learning software, programs, games,	\$ 1,200.00	\$400 per site which equals \$26.67 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	
Field Trips	\$ -	Per youth average cost or cost per trip and estimated number of youth 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	
Indirect Cost	\$ -	Partners 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.	
Total Non-personnel	\$ 11,248.00		
Afterschool sub-total	60,975.00		
Summer Programs			
		Summer program funded in this cycle is July 1-31,2023 and June 1-30, 2024 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.	
Salaries and Wages	\$ 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 weeks x 15hrs/wk x \$32.80/hr	
Benefits and Taxes	\$ 1,952.00	6.0% x total salary on program for benefits and 8.95% x total salary for all taxes	
Total Personnel Expenses	\$ 20,120.00		
Office Supplies	\$ -	Estimated unit number and unit cost or % of total cost charged to this grant	
Communications	\$ -	Estimated unit number and unit cost or % of total cost charged to this grant	
Postage and Shipping	\$ -	Estimated unit number and unit cost or % of total cost charged to this grant	
Occupancy	\$ -	Estimated 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	\$ -	Estimated unit number and unit cost or % of total cost charged to this grant	
Travel/Conferences & Meetings	\$ -	Milage, parking and other travel unit cost and unit number	
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 partners	\$ 1,300.00	Any contracted services, including external enhancement partners- cost per contract or per hour/class	
Other Non-Personnel	\$ -	Anything else that is part of programming cost but is not listed	

Indirect Cost	\$ -	Partners 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	
Total Non-personnel	\$ 2,920.00		
Summer sub-total	\$ 23,040.00		
TOTAL	\$ 84,015.00		
RECIPIENT	Cindy Cunningham		
AUTHORIZED SIGNATURE:			
TITLE	CFO		
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?

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 between the Metropolitan Government of Nashville and 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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nations Ministry Center, 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.**

Requirements for Programming

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

1. AM **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. AM **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. AM **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) AM **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nations Ministry Center, 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) AM **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming

6) AM **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) AM **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) AM **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) AM **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) AM **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) AM **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) AM **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 (PCIA 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 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 required 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 required 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) AM **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 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 as soon as they become available 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) AM **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) AM **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) AM **Family Survey**: Recipient is required to provide families access to a one-time **Leading Indicator Survey, Family** by program administrators the spring semester.
- 17) AM **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nations Ministry Center, Contract # _____ July 1, 2024 – June 30, 2025

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 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:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nations Ministry Center, Contract # _____ July 1, 2024 – June 30, 2025

- 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 Tenz.Fahmy@nashville.gov

- C.4. **Reporting**

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nations Ministry Center, Contract # _____ July 1, 2024 – June 30, 2025

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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nations Ministry Center, Contract # _____, July 1, 2024 – June 30, 2025

- 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nations Ministry Center, Contract # _____ July 1, 2024 – June 30, 2025

- 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 Year-End Program Report, 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

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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.

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- 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nations Ministry Center, Contract # _____ July 1, 2024 – June 30, 2025

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nations Ministry Center, Contract # _____ July 1, 2024 – June 30, 2025

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:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. 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).

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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 Government of Nashville and Davidson County and Nations Ministry Center, Contract # _____ July 1, 2024 – June 30, 2025

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/mju

Director of Finance

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

RECIPIENT: Nations Ministry Center

By (Signature): *Abigail Masby*

Authorized Officer Name: *Abigail Masby*
Title: *Director of Youth Success*

Sworn to and subscribed to before me a Notary Public, this 25th day of May, 2024

Notary Public *Deborah Rolman*
Deborah Rolman



My Commission expires 01/04/2027.

NASHVILLE PUBLIC LIBRARY

DocuSigned by:

Terri Luke

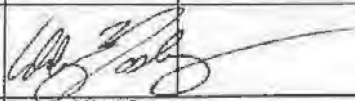
5/29/2024

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Interim Library Director



Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA				
Funds For FY 2025 Program				
ORGANIZATION NAME	Nations Ministry Center	CONTRACT # (Office Use):		
PROGRAM NAME	Nations Academy	START DATE:	7/1/2024	
ADDRESS	406 Welshwood Drive	END DATE:	6/30/2025	
CITY, STATE & ZIP	Nashville, TN 37211	CONTACT PERSON	Abby Mosby	
FEDERAL ID # (EIN)	55-0888912	CONTACT TELEPHONE	(615) 512-0541	
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 09/03/2024 Per slot rate for after school is \$1,355		
Salaries and Wages	109675	1 program director at 30% of annual salary (\$68,250) for 9 months. 1 salaried site coordinator at 90% of annual salary (\$44,287) for 9 months. 1 hourly site coordinator at \$20/hr x 1160 hours. 1 hourly site coordinator at \$20/hr x 575 hours. Site coordinator hours include recruitment, school and family engagement, lesson planning, program facilitation, and professional development from August - May. 5 frontline staff at \$18/hr x 600 hours. Program will run 4 days a week. NAZA is requested to cover 82% of this cost.		
Benefits and Taxes	8,983.00	FICA: 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 Personnel Expenses	118,658.00			
Office Supplies	0.00	This expense is part of the agency's indirect costs.		
Communications	0.00	This expense is covered by other funding sources.		
Postage and Shipping	0.00	This expense is covered by other funding sources.		
Occupancy	0.00	This expense is part of the agency's indirect costs.		
Equipment Rental and Maintenance	0.00	This expense is covered by other funding sources.		
Printing and Publications	0.00	This expense is covered by other funding sources.		
Travel/Conferences & Meetings	0.00	This expense is covered by other funding sources.		
Insurance	0.00	This expense is part of the agency's indirect costs.		
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	0.00	This expense is covered by other funding sources.		
Transportation	56,000.00	Two Grayline buses at Lead Southeast at \$250 a day for 112 days.		
Field Trips	0.00	This expense is covered by other funding sources.		
Professional Fees/Enhancement partners	0.00	This expense is covered by other funding sources.		
Other Non Personnel	0.00	Anything else that is part of programming cost but is not listed.		
Indirect Cost:	23,617.00	16.6% requested to cover agency indirect costs. Indirect cost allocation plan is attached.		
Total Non-personnel	79,617.00			
After-school sub-total	198,275.00			
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.		

		1 program director at 40% of annual salary (\$68,250) for 2 months; 1 salaried site coordinator at 50% of annual salary (\$44,267) for 2 months; 1 hourly coordinator at \$20/hr x 320 hours; 4 program staff at \$18/hr for 260 hours. Summer program will serve 46 youth and run 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 a day 4 days a week for 4 weeks.		
Salaries and Wages	32,700.00			
Benefits and Taxes	2,886.00	FICA: 7.65% rate for 7 staff; Worker's Comp: \$1.00 per \$100 of remuneration for 7 staff.		
Total Personnel Expenses	35,586.00			
Office Supplies	0.00	This expense is part of the agency's indirect costs.		
Communications	0.00	This expense is covered by other funding sources.		
Postage and Shipping	0.00	This expense is covered by other funding sources.		
Occupancy	0.00	This expense is part of the agency's indirect costs.		
Equipment Rental and Maintenance	0.00	This expense is covered by other funding sources.		
Printing and Publications	0.00	This expense is covered by other funding sources.		
Travel/Conferences & Meetings	0.00	This expense is covered by other funding sources.		
Insurance	0.00	This expense is part of the agency's indirect costs.		
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	1,000.00	\$12.50 per youth cost for learning software, incentives, supplies and food.		
Field Trips	0.00	This expense is covered by other funding sources.		
Professional Fees/Enhancement services	0.00	This expense is covered by other funding sources.		
Other Non-Personnel	2,379.00	Summer transportation in 3 agency buses, 23 days at \$34.46 daily rate per bus.		
Indirect Cost	7,756.00	16.8% requested to cover agency indirect costs. Indirect cost allocation plan is attached.		
Total Non-personnel	11,134.00			
Summer sub-total	46,720.00			
RECIPIENT				
AUTHORIZED SIGNATURE				
TITLE	Director of Youth Success			
DATE	5/24/2024			

[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?
Yes

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 9th and 10th 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 Learning 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.

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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. R **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. R **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. R **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) R **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) R **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.

6) R **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.

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7) CL **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) CL **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) CL **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) CL **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) CL **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) CL **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

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- 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 required 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 required 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.

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- 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 as soon as they become available on: 1) Responsible use of data, and 2) Understanding the academic data.
- ^l 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 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.

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- 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;

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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 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 **\$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.

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

- 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.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.

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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.

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- 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 Year-End Program Report, 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

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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

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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

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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

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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

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:

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- 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:

**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**

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:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/mjw

Director of Finance

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

RECIPIENT: Rocklife Youth (Church on the Rock)

By (Signature): *[Signature]*

Authorized Officer Name:

Title: *Caleb Ragan*

Sworn to and subscribed to before me a Notary Public, this 24 day of May, 2024

Notary Public *Judy C Magill*



My Commission expires May 03, 2027

NASHVILLE PUBLIC LIBRARY

DocuSigned by:

Terril Luke

5/29/2024

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Interim Library Director

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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 (9th and 10th 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

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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.

**Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ 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	Goodlettsville TN	CONTACT PERSON Caleb Rogan	
FEDERAL ID # (EIN)	62-1763708	CONTACT TELEPHONE	615-243-7355

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	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		
Benefits and Taxes	3,000.00	Fringe benefits for employees such as meals and travel expenses		
Total Personnel Expenses	105,595.00			
Office Supplies	5,200.00	arious office supply purchases for afterschool program. Includes technology, office tools. Items include sign in and out software, 5 electronic tablets for staff, 1 printer, doorbell camera for pickup.		
Communications	1,100.00	Includes cost related to marketing communications and communications 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	0.00			
Travel/Conferences & Meetings	2,750.00	Travel cost for training sessions, tickets, gas, parking, food, and other pertaining costs.		
Insurance	1,000.00	Includes monthly payments on insurance.		
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	45,350.00	Cost for food, food supplies, games, program enrichment, and learning software		
Transportation	2,000.00	Includes cost for afterschool transportation for 3 field trips		
Field Trips	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		
Other Non-Personnel	0.00			
Indirect Cost	0.00	Partners can choose to budget either separate line items above or request an indirect cost of up to 20% of their total budget. This 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	69,200.00			
Afterschool sub-total	174,795.00			

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.		
Salaries and Wages	91,060.00	7 general staff \$25/hr, 2 site directors \$30/hr, 1 assistant director \$35, 1 director \$38/hr, and executive director salary.		
Benefits and Taxes	2,000.00	Fringe benefits for employees such as meals and travel expenses		
Total Personnel Expenses	93,060.00			
Office Supplies	500.00	arious office supply purchases for summer program		
Communications	1,200.00	Includes cost related to marketing communications and communications with parents and staff		
Postage and Shipping	0.00			
Occupancy	0.00			
Equipment Rental and Maintenance	2,040.00	Includes maintenance, cleaning, and cleaning equipment		
Printing and Publications	1,000.00	Includes professional photography and videography for social media branding and content		
Travel/Conferences & Meetings	8,000.00	Includes transportation contract with company for 16 trips for our field trips		
Insurance	200.00	Includes monthly insurance premiums		
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	66,510.00	Includes food costs, program supplies, games, technology, and software		
Field Trips	14,690.00	Includes 2 field trips per week (two separate locations); 16 field trips total		
Professional Fees/Enhancement partners	4,800.00	Includes 16 enrichment partners budgeted for \$300 per visit.		
Other Non-Personnel	0.00			
Indirect Cost	0.00	Partners can choose to budget either separate line items above or request an indirect cost of up to 20% of their total budget. This 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	96,940.00			
Summer sub-total	192,000.00			
TOTAL	366,795.00			

RECIPIENT	Caleb Rogan
AUTHORIZED SIGNATURE:	<i>[Signature]</i>
TITLE	Executive Director
DATE	5/29/2024

[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?

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., Contract # _____ July 1, 2024 – June 30, 2025

**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

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

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. D.C. **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. D.C. **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. D.C. **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) D.C. **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.

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

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) D.C. **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.

6) D.C. **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) D.C. **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) D.C. **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) D.C. **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) D.C. **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) D.C. **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) D.C. **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.

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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 required 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 required 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:

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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 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 as soon as they become available 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) D.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) D.C. **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) D.C. **Family Survey:** Recipient is required to provide families access to a one-time **Leading Indicator Survey, Family** by program administrators the spring semester.

17) D.C. **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.

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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;
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 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:

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- 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 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**

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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 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,

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

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 Year-End Program Report, 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.

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

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 Why We Can't Wait, Inc., 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 Why We Can't Wait, Inc., 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 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.**

- 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).

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:

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 Government of Nashville and Davidson County and Why We Can't Wait, Inc., Contract # _____ July 1, 2024 – June 30, 2025

NASHVILLE PUBLIC LIBRARY

DocuSigned by:

Terni Luke

5/29/2024

EE49BDF9F034BF...

Interim Library Director

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/mjw

Director of Finance

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

RECIPIENT: Why We Can't Wait, Inc.

By (Signature): *Darrell Caldwell*

Authorized Officer Name: *Darrell Caldwell*
Title: *Executive Director*

Sworn to and subscribed to before me a Notary Public, this 28 day of May, 2024

Notary Public



Ebony Carney

My Commission expires 11.6.2024



Funds For FY 2025 Program

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	
FEDERAL ID # (EIN)	46-0755751	CONTACT TELEPHONE	(615) 810 - 6630

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
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After-School Programs		After-school program starts 09/03/2024 Per slot rate for afterschool is \$1,355	
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Salaries and Wages	57,500.00	Part-time (five to ten hours weekly) staff @ \$20 hourly, cook, \$15 per hour, anitor, \$15 per hour, Site Coordinator \$20 per hour, Executive Director \$30 per hour.	
Benefits and Taxes	3,000.00	Taxes payroll	
Total Personnel Expenses	60,500.00		
Office Supplies	2,010.00	2% of the budget is spent on ink, pens, staplers, copier paper, sticky notes, poster paper, etc.	
Communications	0.00	Estimated unit number and unit cost or % of total cost charged to this grant	
Postage and Shipping	200.00	0.002% of the budget will be used for postage / shipping	
Occupancy	4,000.00	0.06% facility rental and usage	
Equipment Rental and Maintenance	2,000.00	0.03% of the budget bus repair/maintenance, facility repair / maintenance	
Printing and Publications	500.00	0.01% of budget for printing materials and developing afterschool newsletter	
Travel/Conferences & Meetings	300.00	Milage, parking and other travel unit cost and unit number	
Insurance	3,000.00	Liability, Professional, Sexual Molestation and Bus Insurance	
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	5,000.00	Operating Monday through Friday, food cost, books, hoody per student	
Transportation	2,000.00	Daily rate, number of days separated by afterschool and summer (if applicable)	
Field Trips	1,500.00	WWCW will take a field trip once monthly equaling \$1,000 Fall and \$1,000 winter / spring	
Partners	3,000.00	Art instructor, Dance instructor, Yoga instructor, Carnegie Writers anuary through May	
Other Non-Personnel	0.00	Anything else that is part of programming cost but is not listed	

Indirect Cost
0.00
Partners 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	23,510.00		
Afterschool sub-total	84,010.00		

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 \$20 per week.	
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Salaries and Wages	120,880.00	25 part-time staff \$20 per hour @20 hours per week, cook \$15 per hour@ 10 hours per week,	
Benefits and Taxes	10,000.00	Payroll taxes	
Total Personnel Expenses	130,880.00		
Office Supplies	2,000.00	0.002% of budget education materials, copier paper, pens, pencils, notebook paper, ournals, fol	
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 for eight weks	
Equipment Rental and Maintenance	3,000.00	0.02% of budget which includes maintenance of bus, buidling, equipment, 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. Liability, 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, education 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, African drum Instructor(\$1,000), Drone flying instructor /program (1,500) CPR, First Aid, AED (1,800)	
Other Non-Personnel	0.00	Anything else that is part of programming cost but is not listed	

Indirect Cost
0.00
Partners 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	48,320.00		
Summer sub-total	179,200.00		
TOTAL	263,210.00		

RECIPIENT
AUTHORIZED SIGNATURE: Darrell Caldwell *Darrell Caldwell*

TITLE: Executive Director
DATE: 05 / 28 / 2024

[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?

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 County 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

Grant contract between the Metropolitan Government of Nashville and Davidson County and YMCA of Middle Tennessee, 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.

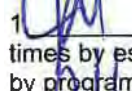
- While we encourage using various learning software and educational games to enhance youth learning, we strictly prohibit enabling access to any video games that include violence, shooting or other unwanted behaviors, especially those rated M for Mature, are of solely entertainment purposes during NAZA-funded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

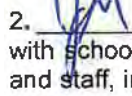
Each after-school programming day should begin with check-in and a snack or meal. Additional activities may be offered by the funded partner outside of this timeframe at the partner's expense, with no cost to youth and their families.

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.**

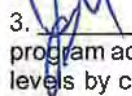
Requirements for Programming

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

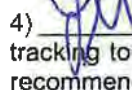
1.  **Supervision:** Recipient commits to maintaining a staff: youth ratio not to exceed 1:15 at all times by establishing and maintaining a mechanism for substitutions. Youth will be supervised at all times by program staff.

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.

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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) **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) **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 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) **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 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 required 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 required 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.

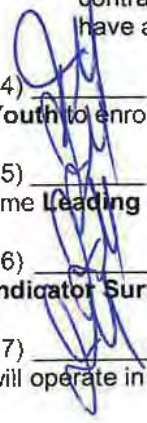
13)  **Evaluation Tools:**

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.

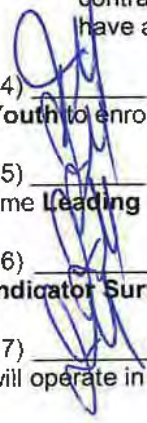
The **Youth Program Quality Improvement (YPQI)** cycle is comprised of the following quality improvement activities, offered at no cost to Partners:

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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 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 as soon as they become available 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.

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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;
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 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:

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- 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 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.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 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.

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- 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.

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- 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 Year-End Program Report, 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

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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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and YMCA of Middle Tennessee, Contract # _____ July 1, 2024 – June 30, 2025

- 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and YMCA of Middle Tennessee, Contract # _____ July 1, 2024 – June 30, 2025

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and YMCA of Middle Tennessee, Contract # _____ July 1, 2024 – June 30, 2025

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.

- 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).

Grant contract between the Metropolitan Government of Nashville and Davidson County and YMCA of Middle Tennessee, 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

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 Government of Nashville and Davidson County and YMCA of Middle Tennessee, Contract # _____ 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

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

NASHVILLE PUBLIC LIBRARY

DocuSigned by:

Terri Luke

5/29/2024

EE49BFD9F0343F...

Interim Library Director

RECIPIENT: YMCA of Middle Tennessee

By (Signature):

John Mikas

Authorized Officer Name: John Mikas

Title: President & CEO

Sworn to and subscribed to before me a Notary Public, this 23rd day of May, 2024

Notary Public

Ruth Ann Cox



My Commission expires January 6, 2025

Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA			
Funds For FY 2025 Program			
ORGANIZATION NAME	YMCA of Middle 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 TELEPHONE	(615) 259-9622 Ext. 70197
COST CATEGORIES	TOTAL BUDGET REQUEST (\$125,560)	BUDGET EXPLANATION/DETAILS	
After-School Programs		After-school program starts 09/03/2024 Per slot rate for afterschool is \$1,355	
Salaries and Wages	60,039.38	10% allocation for 3 Program Directors - Davidson (\$22.60/hour); 3 part-time Program Leads (\$19.33/ hour) for 20 hours a week ; 12.65% allocation of Program Specialist (29.03/hour)	
Benefits and Taxes	\$ 9,211.00	Fringe Benefits (at 28.9% of base for Full Time employees and 7.65% for Part Time employees)	
Total Personnel Expenses	69,250.38		
Office Supplies	0.00	N/A	
Communications	0.00	N/A	
Postage and Shipping	0.00	N/A	
Occupancy	0.00	N/A	
Equipment Rental and Maintenance	0.00	N/A	
Printing and Publications	0.00	N/A	
Travel/Conferences & Meetings	0.00	N/A	
Insurance	0.00	N/A	
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	5,400.00	\$75 per youth for program supplies including office supplies, curriculum expenses and supports, recreational supplies	
Afterschool/summer transportation	28,000.00		
Field Trips	1,000.00	Estimated at \$1,000 per trip; expenses include transportation and admission expenses	
Professional Fees/Enhancement partners	6,000.00	Estimated at \$125 per hour/class for 16 hours per site over three sites	
Other Non-Personnel	1,800.00	Special events, \$300 for each youth-led community showcase event (2 per site per year at the end of each term); expenses include presentation materials, refreshments and consumables.	
Indirect Cost	14,109.62	YMCA Board of Directors approved rate of 12.66% for 2024	
Total Non-personnel	56,309.62		
Afterschool sub-total	125,560.00		
Summer Programs	51,200	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.	
Salaries and Wages	26,759.87	Allocation of salaries for Prevention Specialist (\$29.03/hour) and four Prevention Directors (\$22.59/hour and \$24.39/hour) for duration of day camp (4 weeks at 40 hours/week); four Part time program leads (\$19.00/hour) x 25 hours per week	
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		
Office Supplies	0.00	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	0.00	Estimated unit number and unit cost or % of total cost charged to this grant	
Occupancy	0.00	Estimated unit number and unit cost or % of total cost charged to this grant	
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 participants and staff members	
Travel/Conferences & Meetings	2,500.00	Gas/Transportation for field trips	
Insurance	0.00	Unit cost or % of total cost charged to this grant	
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	4,000.00	Food and supplies, at \$100/youth for 40 youth	
Field Trips	3,000.00	Includes admission and refreshments for up to three trips for 40 students during June 2025, at \$25/student/trip	
Professional Fees/Enhancement partners	2,000.00	Estimated at \$100 per hour/class, for 20 hours of enrichment programming provided by third-party enrichment partners during June 2025 at one day camp location	
Other Non-Personnel	0.00		
Indirect Cost	5,753.52	YMCA Board of Directors approved rate of 12.66% for 2024	
Total Non-personnel	18,253.52		
Summer sub-total	51,200.01		
TOTAL	176,760.00		
RECIPIENT	YMCA of Middle Tennessee		
AUTHORIZED SIGNATURE:	<i>Mark Musselink</i>		
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?

No

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

