

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Aspiring Youth Enrichment Services, Contract # _____ May 4, 2022**

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
Aspiring Youth Enrichment Services**

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 Aspiring Youth Enrichment Services ("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 Friday (minimum 4 days per week) during the fall semester (September 6, 2022 to December 9, 2022) and spring semester (January 9 to May 4, 2023), 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 AYES will start July 1st-29th, 2022 and June 19th to 30th, 2023*

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 be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g. physical activity, team games with rules, etc.) that support team and relationship building.

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Aspiring Youth Enrichment Services, Contract # _____ May 4, 2022

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

1) SH **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) SH **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 and follow current CDC guidelines for programming.

3) SH **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.

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

6) SH **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) SH **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth-led events during the 2022-2023 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Aspiring Youth Enrichment Services, Contract # _____ May 4, 2022

8) SH **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) SH **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) SH **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.

11) SH **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA** before, will only be required to retake the training/s every 3 years after completion.

12) SH **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:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Aspiring Youth Enrichment Services, Contract # _____ May 4, 2022

- a) **A Baseline 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 both (or single) assessment/s.
 - 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. 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, the Recipient is 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) The Recipient is required to administer YPQI's **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.
 - h) The Recipient is 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) The Recipient 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.
 - j) 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.
- 13) JA **Youth Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.
- 14) JA **Staff Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.
- 14) JA **Manager Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.
- 14) JA **Compliance with MNPS Requirements:** Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability

Grant contract between the Metropolitan Government of Nashville and Davidson County and Aspiring Youth Enrichment Services, Contract # _____ May 4, 2022

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. 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.
- Receive documented permission from school administration to provide services to youth in their school (e.g. email, commitment letter).
- Meet the 2022-2023 Performance Indicators specific to the Recipient (**see Annex 6**).

Grant contract between the Metropolitan Government of Nashville and Davidson County and Aspiring Youth Enrichment Services, Contract #_____ May 4, 2022

- 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.

Additionally, enrollment forms must be fully completed. Forms should include legitimate first and last names of legal guardians and emergency contacts, youth and accurate addresses, phone numbers, e-mails and medical information (as needed).

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 2022-2023 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 Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services as per NAZA centralized guidance.

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:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Aspiring Youth Enrichment Services, Contract # _____ May 4, 2022

B.1. **Grant Contract Term.** The term of this Grant will be July 1, 2022, and ending on June 30, 2023. **Programs offering only afterschool programming, may charge their expenses to NAZA between August 1, 2022, and May 30, 2023.**

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed \$159,580.80 (54 slots for afterschool and 60 slots for summer) The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan 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 Spending Plan 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.

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 of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 15th, 2023. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2022-2023 school year will be processed after June 30th.

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Aspiring Youth Enrichment Services, Contract # _____ May 4, 2022

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 a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice 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 semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 15th, 2023

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 June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 15th, 2023

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 (see budget guidance for the list of unallowable costs).

Grant contract between the Metropolitan Government of Nashville and Davidson County and Aspiring Youth Enrichment Services, Contract # _____ May 4, 2022

- 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 Spending Plan.
- 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.** 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. 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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Aspiring Youth Enrichment Services, Contract # _____ May 4, 2022

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 Metro 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. **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.12. **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.10.1 Proof of Insurance.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Aspiring Youth Enrichment Services, Contract # _____ May 4, 2022

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.10.2 General Liability Insurance

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

D.10.3 Automobile Liability Insurance

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

D.10.4 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.10.5 Sexual Molestation and Abuse Insurance

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

D.10.6 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.10.7

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Aspiring Youth Enrichment Services, Contract # _____ May 4, 2022**

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(is), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

- D.11. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.12. **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.13. **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

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Aspiring Youth Enrichment Services, Contract # _____ May 4, 2022**

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.14. **Force Majeure.** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. **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.
- D.16. **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.17. **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.18. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.19. **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Aspiring Youth Enrichment Services, Contract # _____ May 4, 2022

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. 20. **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.21. **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.22. **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 Operation Manager
615 Church Street
Nashville, TN 37219
615-862-5800 Ext. 25796

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

Recipient

Janette Gates, Compliance Manager

Grant contract between the Metropolitan Government of Nashville and Davidson County and Aspiring Youth Enrichment Services, Contract # _____ May 4, 2022

Grantee Vendor: Aspiring Youth Enrichment Services
Address: 602 Pennington Ave
Nashville, TN 37206
Phone : 615-525-0190

D.23. **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.24. **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 7 – Enrollment form

Annex 2 – Expenditure Report Template

Annex 8 – Program site/s

Annex 3 – Budget

Annex 4 – Minimum Standards for NAZA funding

Annex 5 – Partner Data-Sharing Sub-Agreement

Annex 6 – Performance Indicators

NASHVILLE PUBLIC LIBRARY

Aaron L. Doye
Library Director

THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly flannery
Director of Finance *JK*

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: Aspiring Youth Enrichment Services

By: *LaDonna Harris*

Name *LaDonna Harris*
Title: Authorized Officer *Executive Director*

Sworn to and subscribed to before me a Notary Public,
this *9th* day of *MAY*, 2022

Notary Public



Aleah Bartlett

My Commission expires *May 9th 2023*

**Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA
Funds For FY 2023 Program**

ORGANIZATION NAME	Aspiring Youth Enrichment Services	CONTRACT # (Office Use):																					
PROGRAM NAME		START DATE:	7/1/22																				
ADDRESS	602 Pennington Ave.	END DATE:	6/30/23																				
CITY, STATE & ZIP	Nashville, TN 37206	CONTACT PERSON	LaDonna Harris																				
FEDERAL ID # (EIN)	47-1025284	CONTACT TELEPHONE	(615) 525 - 0190																				
COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DETAILS																					
After-School Programs		After-school program starts 09/06/2022 Per slot rate for afterschool is \$1,232.00																					
Salaries and Wages	\$ 49,560.00	The total amount of salaries and wages that will be charged to this grant is \$49,560.00.																					
		<table border="1"> <thead> <tr> <th>Position</th> <th>No. of Employees</th> <th>Hourly Rate</th> <th>Hours Per Week</th> <th>28 Week Program Total</th> </tr> </thead> <tbody> <tr> <td>Program Director</td> <td>1</td> <td>\$ 32.00</td> <td>30</td> <td>\$26,880.00</td> </tr> <tr> <td>Site Coordinator</td> <td>1</td> <td>\$ 18.00</td> <td>20</td> <td>\$10,080.00</td> </tr> <tr> <td>Youth Leaders</td> <td>3</td> <td>\$ 15.00</td> <td>10</td> <td>\$12,600.00</td> </tr> </tbody> </table>		Position	No. of Employees	Hourly Rate	Hours Per Week	28 Week Program Total	Program Director	1	\$ 32.00	30	\$26,880.00	Site Coordinator	1	\$ 18.00	20	\$10,080.00	Youth Leaders	3	\$ 15.00	10	\$12,600.00
Position	No. of Employees	Hourly Rate	Hours Per Week	28 Week Program Total																			
Program Director	1	\$ 32.00	30	\$26,880.00																			
Site Coordinator	1	\$ 18.00	20	\$10,080.00																			
Youth Leaders	3	\$ 15.00	10	\$12,600.00																			
Benefits and Taxes	\$ 4,956.00	10% of the total staff's salary and wages will be payed to employment and social security taxes. \$4,956 will be charged to this grant																					
Total Personnel Expenses	\$ 54,516.00																						
Office Supplies	\$ 635.00	The total amount of \$635.00 will be charged to this grant.																					
		<table border="1"> <thead> <tr> <th>Item Description</th> <th>Qty</th> <th>Cost</th> <th>Total Cost</th> </tr> </thead> <tbody> <tr> <td>20lb Copy Paper</td> <td>2</td> <td>\$30.00</td> <td>\$60.00</td> </tr> <tr> <td>Toner Refill</td> <td>2</td> <td>\$50.00</td> <td>\$100.00</td> </tr> <tr> <td>Dropbox File Storage</td> <td>1</td> <td>\$217.00</td> <td>\$217.00</td> </tr> <tr> <td>Misc Supplies</td> <td></td> <td>\$258.00</td> <td>\$258.00</td> </tr> </tbody> </table>		Item Description	Qty	Cost	Total Cost	20lb Copy Paper	2	\$30.00	\$60.00	Toner Refill	2	\$50.00	\$100.00	Dropbox File Storage	1	\$217.00	\$217.00	Misc Supplies		\$258.00	\$258.00
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Dropbox File Storage	1	\$217.00	\$217.00																				
Misc Supplies		\$258.00	\$258.00																				
Communications	\$ 1,125.00	The cost of one phone line is \$80.00 per month for 9 months of programming is \$720.00 which is charged to this grant. The cost of wireless internet is \$35.00 per month for 9 months. The total amount is \$315.00 per year. The subscription for creating digital marketing materials cost \$10.00 per month for 9 months. The total cost is \$90.00. The total of \$1,125.00 will be charged to this grant																					
Postage and Shipping	\$ -	No charge to this grant																					
Occupancy	\$ -	No charge to this grant																					
Equipment Rental and Maintenance	\$ -	No charge to this grant																					
Printing and Publications	\$ 520.00	AYES Curriculum Workbooks will cost \$10.00 per book for 52 students. The amount of \$520.00 will be charged to this grant.																					
Travel/Conferences & Meetings	\$ -	No charge to this grant																					
Insurance	\$ 488.00	The cost of liability insurance coverage for the AYES After school Program is \$488.00. The total amount is charged to this grant.																					
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	\$ 15,096.80	The average cost is \$115.00 for learning supplies, software, and materials for each participant. There are 52 participants in the program. The total amount of \$5,980.00 will be charged to this grant.																					
Afterschool/Summer Transportation	\$ -	Afterschool Transportation - Transportation will be provided by MNPS and NAZA Summer Transportation - \$225.00 per day for 30 days. The total amount of \$6,750.00 will be charged to this grant for the Summer budget.																					
Field Trips	\$ -	No charge to this grant																					
Professional Fees/Enhancement Partners	\$ 800.00	Contracted services, including external enhancement partners - \$50 per class/hour for 16 classes of a total of \$800 that will be charged to this grant.																					
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	\$ 18,664.80																						
Afterschool sub-total	\$ 73,180.80																						

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 for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.																									
		The total amount of salaries and wages charged to this grant is \$38,160.00.																									
Salaries and Wages	\$ 38,160.00	<table border="1"> <thead> <tr> <th>Position</th> <th>Number of Positions</th> <th>Hourly Rate</th> <th>Hours Per Week</th> <th>5 Week Program Total</th> </tr> </thead> <tbody> <tr> <td>Program Director</td> <td>1</td> <td>\$37.50</td> <td>40</td> <td>\$9,000.00</td> </tr> <tr> <td>Site Coordinator</td> <td>1</td> <td>\$ 18.00</td> <td>40</td> <td>\$4,320.00</td> </tr> <tr> <td>Youth Leaders</td> <td>6</td> <td>\$ 15.00</td> <td>30</td> <td>\$16,200.00</td> </tr> <tr> <td>Bus Driver</td> <td>2</td> <td>\$ 18.00</td> <td>40</td> <td>\$8,640.00</td> </tr> </tbody> </table>	Position	Number of Positions	Hourly Rate	Hours Per Week	5 Week Program Total	Program Director	1	\$37.50	40	\$9,000.00	Site Coordinator	1	\$ 18.00	40	\$4,320.00	Youth Leaders	6	\$ 15.00	30	\$16,200.00	Bus Driver	2	\$ 18.00	40	\$8,640.00
Position	Number of Positions	Hourly Rate	Hours Per Week	5 Week Program Total																							
Program Director	1	\$37.50	40	\$9,000.00																							
Site Coordinator	1	\$ 18.00	40	\$4,320.00																							
Youth Leaders	6	\$ 15.00	30	\$16,200.00																							
Bus Driver	2	\$ 18.00	40	\$8,640.00																							
Benefits and Taxes	\$ 1,332.00	10% of \$13,320 which is the program director and the site coordinator's salaries, will be pay for employer and social security taxes will be charged to this grant.																									
Total Personnel Expenses	\$ 39,492.00																										
Office Supplies	\$ 200.00	Pens, pencils, folders, paper, sanitizer, whiteout, and other general office supplies are estimated to cost \$200.00 for the afterschool program. The total amount of \$200.00 will be charged to this grant.																									
Communications	\$ 160.00	The cost of one phone line is \$80.00 per month for 2 months. The total cost of \$160.00 will be charged to this grant.																									
Postage and Shipping	\$ -	No cost charged to this grant.																									
Occupancy	\$ 6,100.00	Facility rent is \$3,050.00 per month. The total cost to occupy the building for 2 months is \$6,100.00 and this total will be charged to this grant.																									
Equipment Rental and Maintenance	\$ -	No cost charged to this grant.																									
Printing and Publications	\$ 600.00	AYES Curriculum Workbooks will cost \$10.00 per book for 60 students. The total amount of \$600.00 will be charged to this grant.																									
Travel/Conferences & Meetings	\$ -	No cost charged to this grant.																									
Insurance	\$ 1,032.00	Liability, comprehensive, and collision insurance will cost \$1,000.00 and this total amount will be charged to this grant.																									
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	\$ 10,800.00	The average cost per participant is \$180.00 for learning supplies software, and materials. There are 60 participants in the program. The total amount of \$10,800 will be charged to this grant.																									
Field Trips	\$ 22,530.00	The cost is \$375.50 per participant; total cost for 60 participants is \$22,530.00 and this total amount will be charged to this grant.																									
Professional Fees/Enhancement partners	\$ 1,200.00	Contracted services, including external enhancement partners are \$100.00 per 1 hour class for 12 classes. A total amount of \$1,200.00 will be charged to this grant.																									
Transportation	\$ 6,750.00	Summer Transportation - \$225.00 per day for 30 days. The total amount of \$6,750.00 will be charged to this grant.																									
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	\$ 49,372.00																										
Summer sub-total	\$ 86,400.00																										
TOTAL	\$ 159,580.80																										
RECIPIENT																											
AUTHORIZED SIGNATURE:		<i>Ladonna Harris</i>																									

TITLE	Executive Director	
DATE	<i>1/2022</i>	

NAZA-funded Program Sites for 2022-2023

Name of the Organization (AYES) Aspiring Youth Enrichment Services

Days a Week of Afterschool Program: ___ 4 ___ or X 5

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i><u>FYI:</u> Community based sites will only receive transportation from schools to program location</i>
(AYES) Aspiring Youth Enrichment Services 608 Cleveland Street, Suite 100 Nashville, TN 37207	22	Yes
H.G. Hill Middle School 150 Davidson Rd. Nashville, TN 37205	30	Yes
Total Number of Students	52	

If applicable, provide Summer Programming information

Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame
(AYES) Aspiring Youth Enrichment Services 608 Cleveland Street, Suite 100 Nashville, TN 37207	60	8:00am – 4:00pm
Total Number of Students		

LaDonna Harris

5/10/22

Authorized Officer Signature

Date

**Grant contract between the Metropolitan Government of Nashville and Davidson County and,
Backfield in Motion Contract # _____ May 10, 2022**

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
Backfield in Motion**

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 ("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 Friday (minimum 4 days per week) during the fall semester (September 6, 2022, to December 9, 2022) and spring semester (January 9 to May 4, 2023), 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 will start June 5th-30th, 2023.

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 be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g. physical activity, team games with rules, etc.) that support team and relationship building.

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

**Grant contract between the Metropolitan Government of Nashville and Davidson County and,
Backfield in Motion Contract # _____ May 10, 2022**

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 and follow current CDC guidelines 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.

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.

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 2022-2023 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.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and,
Backfield in Motion Contract # _____ May 10, 2022**

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 **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.

11) TC **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA** before, will only be required to retake the training/s every 3 years after completion.

12) 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:

Grant contract between the Metropolitan Government of Nashville and Davidson County and, Backfield in Motion Contract # _____ May 10, 2022

- a) **A Baseline 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 both (or single) assessment/s.
 - 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. 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, the Recipient is 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) The Recipient is required to administer YPQI's **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.
 - h) The Recipient is 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) The Recipient 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.
 - j) 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.
- 13) TC **Youth Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.
- 14) TC **Staff Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.
- 14) TC **Manager Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.
- 14) TC **Compliance with MNPS Requirements**: Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability

**Grant contract between the Metropolitan Government of Nashville and Davidson County and,
Backfield in Motion Contract # _____ May 10, 2022**

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. 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.
- Receive documented permission from school administration to provide services to youth in their school (e.g. email, commitment letter).
- Meet the 2022-2023 Performance Indicators specific to the Recipient (see Annex 6).

**Grant contract between the Metropolitan Government of Nashville and Davidson County and,
Backfield in Motion Contract # _____ May 10, 2022**

- 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.

Additionally, enrollment forms must be fully completed. Forms should include legitimate first and last names of legal guardians and emergency contacts, youth and accurate addresses, phone numbers, e-mails and medical information (as needed).

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 youths the Agency projected to serve for the 2022-2023 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 Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services as per NAZA centralized guidance.
- 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:

**Grant contract between the Metropolitan Government of Nashville and Davidson County and,
Backfield in Motion Contract # _____ May 10, 2022**

B.1. **Grant Contract Term.** The term of this Grant will be July 1, 2022 and ending on June 30, 2023. **Programs offering only afterschool programming, may charge their expenses to NAZA between August 1,2022 and May 30, 2023.**

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed \$342,192.00(210 slots for afterschool and 60 slots for summer) The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan 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 Spending Plan 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.

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 of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 15th, 2023. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2022-2023 school year will be processed after June 30th.

Grant contract between the Metropolitan Government of Nashville and Davidson County and, Backfield in Motion Contract # _____ May 10, 2022

unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed (see budget guidance for the list of unallowable costs).

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 Spending Plan.

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.** 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. 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.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and,
Backfield in Motion Contract # _____ May 10, 2022**

- 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 Metro 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. **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.12. **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and, Backfield in Motion Contract # _____ May 10, 2022

D.10.1 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.10.2 General Liability Insurance

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

D.10.3 Automobile Liability Insurance

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

D.10.4 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.10.5 Sexual Molestation and Abuse Insurance

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

D.10.6 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.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and,
Backfield in Motion Contract # _____ May 10, 2022**

D.10.7

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.11. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.12. **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.13. **Indemnification and Hold Harmless.**

**Grant contract between the Metropolitan Government of Nashville and Davidson County and,
Backfield in Motion Contract # _____ May 10, 2022**

(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.14. **Force Majeure.** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. **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.
- D.16. **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.17. **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.18. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.19. **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and, Backfield in Motion Contract # _____ May 10, 2022

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. 20. **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.21. **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.22. **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 Operation Manager
615 Church Street
Nashville, TN 37219
615- 862-5800 Ext. 25796

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 Contract # _____ May 10, 2022

Todd Campbell, CEO

Grantee Vendor: Backfield in Motion
Address: 920 Woodland Street
Nashville, TN 37206
Phone # 615-227-9935

D.23. 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.24. 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 6 – Performance Indicators

Annex 2 – Expenditure Report Template

Annex 7 – Enrollment form

Annex 3 – Budget

Annex 8 – Program site/s

Annex 4 – Minimum Standards for NAZA funding

Annex 5 – Partner Data-Sharing Sub-Agreement

NASHVILLE PUBLIC LIBRARY

Steven L. Dwyer
Library Director

THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kyffarrey
Director of Finance *TK*

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: Backfield in Motion

By: Topo E. Campbell
Name: Topo E. Campbell
Title: CEO

Sworn to and subscribed to before me a Notary Public,
this 10th day of May, 2022

Notary Public



My Commission expires September 8, 2025

**Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA
Funds For FY 2023 Program**

ORGANIZATION NAME	Backfield in Motion	CONTRACT # (Office Use):	
PROGRAM NAME	Backfield in Motion	START DATE:	09/06/2022
ADDRESS	920 Woodland St	END DATE:	5/4/2023
CITY, STATE & ZIP	Nashville, TN 37206	CONTACT PERSON	Micah Kimble
FEDERAL ID # (EIN)	62-1826603	CONTACT TELEPHONE	(615) 485 - 8608

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 09/06/2022 Per slot rate for afterschool is \$1,232
Salaries and Wages	0.00	\$ 232,680.00	6 PT Site Coordinators x \$25 an hour x 3 hours a day x 112 operating days= \$50,400
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	232,680.00	
Office Supplies	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Communications	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Postage and Shipping	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Occupancy	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Equipment Rental and Maintenance	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Printing and Publications	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Travel/Conferences & Meetings	0.00	0.00	Milage, parking and other travel unit cost and unit number
Insurance	0.00	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	36,372.00	\$50 per youth for learning supplies
Afterschool/summer transportation	0.00	7,540.00	\$35.90 per student for field trips
Field Trips	0.00	0.00	Per youth average cost or cost per trip and estimated number of youth participating
Professional Fees/Enhancement partners	0.00	8,000.00	Small World Yoga Sessions \$40 a session x 2 times a week x 25 weeks x 4 locations = \$8,000
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	0.00	51,912.00	
Afterschool sub-total	0.00	284,592.00	

Summer Programs		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)	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 for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day
Salaries and Wages	0.00	29,803.07	BIM will serve 60 students 5 days a weeks for 6 hours a day, for 4 weeks in the month of June
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	0.00	29,803.07	
Office Supplies	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Communications	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Postage and Shipping	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Occupancy	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Equipment Rental and Maintenance	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Printing and Publications	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Travel/Conferences & Meetings	0.00	0.00	Milage, parking and other travel unit cost and unit number
Insurance	0.00	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	10,000.00	\$166.67 a child for learning supplies
Field Trips	0.00	14,796.93	\$246.62 a students for trips every Friday. Any additional cost will be paid by BIM
Professional Fees/Enhancement partners	0.00	3,000.00	Art Projects by Shadale Smith \$150 a session for 20 days
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
Total Non-personnel	0.00	27,796.93	
Summer sub-total	0.00	57,600.00	
TOTAL	0.00	57,600.00	
RECIPIENT			
AUTHORIZED SIGNATURE:			

TITLE	COO		
DATE	5 / 10 / 22		

NAZA-funded Program Sites for 2022-2023

Name of the Organization Backfield in Motion

Days a Week of Afterschool Program: 4 or 5

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>FYI: Community based sites will only receive transportation from schools to program location</i>
Hattie Cotton Elementary School 1033 W. Greenwood Ave. Nashville, TN 37206	20	No
William Henry Oliver Middle School 6211 Nolensville Rd Nashville, TN 37211	30	No
DuPont Hadley Middle School 1901 Old Hickory Blvd. Old Hickory, TN 37138	50	No
Croft Middle School 482 Elysian Fields Rd. Nashville, TN 37211	50	No
Antloch Middle School 5050 Blue Hole Rd. Antloch, TN 37013	20	No
Rose Park Middle School 1025 9 th Ave. South Nashville, TN 37203	40	No
Total Number of Students	210	

If applicable, provide Summer Programming information

Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame
Isaac Litton Alumni Center 4500 Gallatin Pike, Nashville, TN 37216	60	8:00am – 1:00pm
Total Number of Students	60	



5/10/22

Authorized Officer Signature

Date

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
Beech Creek Ministries, 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 Aspiring Youth Enrichment Services ("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 Friday (minimum 4 days per week) during the fall semester (September 6, 2022 to December 9, 2022) and spring semester (January 9 to May 4, 2023), 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 Beech Creek Ministries, Inc will start July 6th-20th, 2022 and June 12th-23rd, 2023

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 be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g. physical activity, team games with rules, etc.) that support team and relationship building.

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Beech Creek Ministries, Inc, Contract # _____ May 4, 2022

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

1. JS **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. JS **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 and follow current CDC guidelines for programming.

3. JS **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.
- 4) JS **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) JS **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.
- 6) JS **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) JS **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth-led events during the 2022-2023 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Beech Creek Ministries, Inc, Contract # _____ May 4, 2022

8) JS **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) JS **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) JS **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.

11) JS **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.



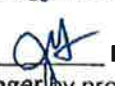

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA** before, will only be required to retake the training/s every 3 years after completion.

12) JS **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:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Beech Creek Ministries, Inc, Contract # _____ May 4, 2022

- a) **A Baseline 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 both (or single) assessment/s.
 - 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. 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, the Recipient is 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) The Recipient is 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) The Recipient is 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) The Recipient 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.
 - j) 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.
- 13)  **Youth Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.
- 14)  **Staff Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.
- 14)  **Manager Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.
- 14)  **Compliance with MNPS Requirements:** Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Beech Creek Ministries, Inc, Contract # _____ May 4, 2022**

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. 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.
- Receive documented permission from school administration to provide services to youth in their school (e.g. email, commitment letter).
- Meet the 2022-2023 Performance Indicators specific to the Recipient (see Annex 6).

Grant contract between the Metropolitan Government of Nashville and Davidson County and Beech Creek Ministries, Inc, Contract # _____ May 4, 2022

- 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.

Additionally, enrollment forms must be fully completed. Forms should include legitimate first and last names of legal guardians and emergency contacts, youth and accurate addresses, phone numbers, e-mails and medical information (as needed).

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 2022-2023 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 Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services as per NAZA centralized guidance.
- 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:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Beech Creek Ministries, Inc, Contract # _____ May 4, 2022

B.1. **Grant Contract Term.** The term of this Grant will be July 1, 2022 and ending on June 30, 2023. **Programs offering only afterschool programming, may charge their expenses to NAZA between August 1,2022 and May 30, 2023.**

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed \$81,328.00 (15 slots for afterschool and 25 slots for summer) The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan 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 Spending Plan 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.

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 of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 15th, 2023. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2022-2023 school year will be processed after June 30th.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Beech Creek Ministries, Inc, Contract # _____ May 4, 2022**

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 a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice 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 semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 15th, 2023

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 June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 15th, 2023

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Beech Creek Ministries, Inc, Contract #_____ May 4, 2022

unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed (see budget guidance for the list of unallowable costs).

- 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 Spending Plan.
- 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.** 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. 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.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Beech Creek Ministries, Inc, Contract # _____ May 4, 2022**

- 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 Metro 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. **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.12. **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Beech Creek Ministries, Inc, Contract # _____ May 4, 2022

D.10.1 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.10.2 General Liability Insurance

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

D.10.3 Automobile Liability Insurance

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

D.10.4 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.10.5 Sexual Molestation and Abuse Insurance

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

D.10.6 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Beech Creek Ministries, Inc, Contract # _____ May 4, 2022

D.10.7

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.11. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.12. **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.13. **Indemnification and Hold Harmless.**

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Beech Creek Ministries, Inc, Contract # _____ May 4, 2022**

(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.14. **Force Majeure.** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. **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.
- D.16. **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.17. **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.18. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.19. **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Beech Creek Ministries, Inc, Contract # _____ May 4, 2022

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. 20. **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.21. **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.22. **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 Operation Manager
615 Church Street
Nashville, TN 37219
615-862-5800 Ext.25796

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 Beech Creek Ministries, Inc, Contract # _____ May 4, 2022

John D. Garnett Executive Director

Grantee Vendor: Beech Creek Ministries, Inc
Address: 3101 Curtis Street
Nashville, TN 37218
Phone : 615-651-1999

D.23. **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.24. **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 form

Annex 4 – Minimum Standards for NAZA funding

Annex 8 – Program site/s

NASHVILLE PUBLIC LIBRARY

Susan Dyer
Library Director

THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

[Signature]
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: Beech Creek Ministries, Inc

By: John Garnett

Name: JOHN GARNETT
Title: Executive Director

Sworn to and subscribed to before me a Notary Public,
this 10th day of May, 2022

Notary Public
[Signature]

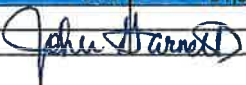
My Commission expires 01-03-2023 -



**Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA
Funds For FY 2023 Program**

ORGANIZATION NAME	Beech Creek Ministries, Inc	CONTRACT # (Office Use):	
PROGRAM NAME	Center for Imagination	START DATE:	1-Jul-22
ADDRESS	3101 Curtis Street	END DATE:	30-Jun-23
CITY, STATE & ZIP	Nashville, TN 37218	CONTACT PERSON	John Garnett
FEDERAL ID # (EIN)	36-4651466	CONTACT TELEPHONE	(615) 473-6080

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 09/06/2022 Per slot rate for afterschool is \$1,232
Salaries and Wages	0.00	9,000.00	(1) Tutor x 280 hrs x \$15.00/hr = \$4,200 / Prog Director \$300/mth x 8 = \$2,400 / Exec Di
Benefits and Taxes	0.00	350.00	\$300/mth x 8 = \$2,400, Operating: 5 days/week
Total Personnel Expenses	0.00	9,350.00	Types of benefits, rates and number of staff, whose benefits are charged to this grant
Office Supplies	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Communications	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Postage and Shipping	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Occupancy	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Equipment Rental and Maintenance	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Printing and Publications	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Travel/Conferences & Meetings	0.00	0.00	Milage, parking and other travel unit cost and unit number
Insurance	0.00	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	8,988.00	\$476 average/student (15 students), includes, meals, snacks, food service, staff, program supplies, educational items, etc.
Afterschool/summer transportation	0.00	33,000.00	Transportation costs for 2022-2023 school year
Field Trips	0.00	0.00	Per youth average cost or cost per trip and estimated number of youth participating
Professional Fees/Enhancement partners	0.00	1,990.00	Any contracted services, including external enhancement partners- cost per contract or %
Other Non-Personnel	0.00	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 to 20% of their total budget. The Indirect cost requests must be accompanied by agency allocation plan
Total Non-personnel	0.00	43,978.00	
Afterschool sub-total	0.00	53,328.00	

Summer Programs		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)	Summer program funded in this cycle is July 1-31,2022 and June 1- 30, 2023 Per 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 hours per day.
Salaries and Wages	0.00	5 200.00	(2) staff x 140 hrs x \$15.00/hr = \$4,200 / Prog Director \$500 / Exec Director \$500. Oper hours/day, 5 days/week, Total: 4 weeks (2 weeks - July 2022 and 2 weeks - June 2023)
Benefits and Taxes	0.00	400.00	Types of benefits, rates and number of staff, whose benefits are charged to this grant
Total Personnel Expenses	0.00	5,600.00	
Office Supplies	0.00	400.00	Estimated unit number and unit cost or % of total cost charged to this grant
Communications	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Postage and Shipping	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Occupancy	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Equipment Rental and Maintenance	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Printing and Publications	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Travel/Conferences & Meetings	0.00	0.00	Milage, parking and other travel unit cost and unit number
Insurance	0.00	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	16,000.00	\$640 average/student (25 students), includes snacks, meals, food service, staff, program supplies, educational items, etc.
Field Trips	0.00	1,000.00	Per youth average cost or cost per trip and estimated number of youth participating
Professional Fees/Enhancement partners	0.00	5,000.00	Any contracted services, including external enhancement partners- cost per contract or %
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
Total Non-personnel	0.00	22,400.00	
Summer sub-total	0.00	28,000.00	
TOTAL	0.00	81,328.00	
RECIPIENT			
AUTHORIZED SIGNATURE:			
TITLE	Executive Director		
DATE	5/11/22		

NAZA-funded Program Sites for 2022-2023

Name of the Organization – **BEECH CREEK MINISTRIES, INC.**

Days a Week of Afterschool Program: ___ 4 or 5

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>FYI: Community based sites will only receive transportation from schools to program location</i>
IT Creswell Middle Prep School of the Arts 3500 John Mallett Drive Nashville, Tennessee 37218	5	Yes
Haynes Middle School 510 W. Trinity Lane Nashville, Tennessee 37207	3	Yes
Alex Green Elementary School 3921 Lloyd Road Whites Creek, Tennessee 37189	7	Yes
Total Number of Students	15	

If applicable, provide Summer Programming information

Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame
Total Number of Students		


5/10/22

Authorized Officer Signature Date

**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 Center 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 Friday (minimum 4 days per week) during the fall semester (September 6, 2022 to December 9, 2022) and spring semester (January 9 to May 4, 2023), 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 start July 1st-22nd, 2022 and June 5th -30th, 2023

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 be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g. physical activity, team games with rules, etc.) that support team and relationship building.

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.**

Grant contract between the Metropolitan Government of Nashville and Davidson County and Bethlehem Centers of Nashville, Contract # _____ May 4, 2022

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 and follow current CDC guidelines 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.

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.

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 2022-2023 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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Bethlehem Centers of Nashville, Contract # _____ May 4, 2022

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 **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.

11) SF **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA before,** will only be required to retake the training/s every 3 years after completion.

12) 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Bethlehem Centers of Nashville, Contract # _____ May 4, 2022

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

- a) **A Baseline 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 both (or single) assessment/s.
 - 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. 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, the Recipient is 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) The Recipient is 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) The Recipient is 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) The Recipient 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.
 - j) 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.
- 13) 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.
- 14) SF **Staff Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.
- 14) SF **Manager Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Bethlehem Centers of Nashville, Contract # _____ May 4, 2022

14) SF **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. 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Bethlehem Centers of Nashville, Contract # _____ May 4, 2022

- Receive documented permission from school administration to provide services to youth in their school (e.g. email, commitment letter).
- Meet the 2022-2023 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.

Additionally, enrollment forms must be fully completed. Forms should include legitimate first and last names of legal guardians and emergency contacts, youth and accurate addresses, phone numbers, e-mails and medical information (as needed).

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 2022-2023 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 Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services as per NAZA centralized guidance.
- 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Bethlehem Centers of Nashville, Contract # _____ May 4, 2022

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The term of this Grant will be July 1, 2022 and ending on June 30, 2023. **Programs offering only afterschool programming, may charge their expenses to NAZA between August 1, 2022, and May 30, 2023.**

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed \$78,304.00 (20 slots for afterschool and 20 slots for summer) The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan 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 Spending Plan 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.

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 of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 15th, 2023. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2022-2023 school year will be processed after June 30th.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Bethlehem Centers of Nashville, Contract # _____ May 4, 2022

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 a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice 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 semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 15th, 2023

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 June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 15th, 2023

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Bethlehem Centers of Nashville, Contract # _____ May 4, 2022

constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed (see budget guidance for the list of unallowable costs).

- 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 Spending Plan.
- 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.** 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. 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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Bethlehem Centers of Nashville, Contract # _____ May 4, 2022

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 Metro 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. **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.12. **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Bethlehem Centers of Nashville, Contract # _____ May 4, 2022

D.10.1 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.10.2 General Liability Insurance

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

D.10.3 Automobile Liability Insurance

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

D.10.4 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.10.5 Sexual Molestation and Abuse Insurance

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

D.10.6 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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Bethlehem Centers of Nashville, Contract # _____ May 4, 2022

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.10.7

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.11. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.

D.12. **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Bethlehem Centers of Nashville, Contract # _____ May 4, 2022

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.13. 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.14. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.15. 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.

D.16. 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.17. 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.18. Headings. Section headings are for reference purposes only and will not be construed as part of this Grant Contract.

D.19. 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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Bethlehem Centers of Nashville, Contract # _____ May 4, 2022

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. 20. **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.21. **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.22. **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:

For inquiries regarding invoices:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Bethlehem Centers of Nashville, Contract # _____ May 4, 2022

Nashville Public Library
NAZA Operation Manager
615 Church Street
Nashville, TN 37219
(615) 862-5800 Ext. 25796

Nashville Public Library
NAZA Procurement Officer
615 Church Street
Nashville, TN 37219
615-862-5800 ext. 73731

Recipient

Steve E. Fleming, CEO

Grantee Vendor: Bethlehem Centers of Nashville
Address: 1417 Charlotte Avenue
Nashville, TN 37203
Phone : 615-329-3386

D.23. **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.24. **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 2 – Expenditure Report Template

Grant contract between the Metropolitan Government of Nashville and Davidson County and Bethlehem Centers of Nashville, Contract # _____ May 4, 2022

Annex 3 – Budget

Annex 4 – Minimum Standards for NAZA funding

Annex 5 – Partner Data-Sharing Sub-Agreement

Annex 6 – Performance Indicators

Annex 7 – Enrollment form

Annex 8 – Program site/s

NASHVILLE PUBLIC LIBRARY

Sharon L. Dwyer
Library Director

THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kristy Hays
Director of Finance *TH*

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: Bethlehem Centers of Nashville

By: *Atina Flory*

Name:
Title:

Sworn to and subscribed to before me a Notary Public,
this 6th day of May, 2022

Notary Public

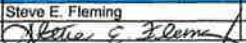
[Signature]



My Commission Expires Nov 6, 2023

My Commission expires 11-06-2023

Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA			
Funds For FY 2023 Program			
ORGANIZATION NAME		Bethlehem Centers of Nashville	CONTRACT # (Office Use):
PROGRAM NAME		Stars of Bethlehem-NAZA	START DATE:
ADDRESS		1417 Charlotte Avenue	END DATE:
CITY, STATE & ZIP		Nashville, TN 37203	CONTACT PERSON
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 09/06/2022 Per slot rate for afterschool is \$1,232
Salaries and Wages	15,120.00	\$ 31,500.00	3 staff Members@ 15.00 hr x 4 days(Mon-Thursdays) a week x 28 weeks.
Benefits and Taxes	0.00	\$ 3,150.00	Types of benefits, rates and number of staff, whose benefits are charged to this grant
Total Personnel Expenses	15,120.00	34,650.00	
Office Supplies	0.00	1,250.00	Estimated unit number and unit cost or % of total cost charged to this grant
Communications	540.00	1,505.00	4% of total cost to this grant
Postage and Shipping	0.00	470.00	Estimated unit number and unit cost or % of total cost charged to this grant
Occupancy	3,060.00	12,300.00	4% of total cost to this grant
Equipment Rental and Maintenance	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Printing and Publications	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Travel/Conferences & Meetings	2,460.00	10,200.00	10% of total cost to this grant for fuel for transporting students to program site
Insurance	0.00	4,370.00	Unit cost or % of total cost charged to this grant
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	4,924.00	3,500.00	123.00 per youth x 20 youth.
Afterschool/summer transportation	0.00	0.00	Daily rate, number of days separated by afterschool and summer (if applicable)
Field Trips	1,000.00	2,700.00	50.00 per youth x 20 youth
Professional Fees/Enhancement partnern	0.00	0.00	Any contracted services, including external enhancement partners- cost per contract or per
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	11,984.00	23,995.00	
Afterschool sub-total	27,104.00	58,645.00	
Summer Programs		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)	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 for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.

Salaries and Wages	14,400.00	12,000.00	3 staff members @ \$15 per/hr at 8hrs per day x 8 weeks for 5 days (Mon-Fri) (4 weeks in July)
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	14,400.00	12,000.00	
Office Supplies	2,000.00	0.00	3% total cost to this grant
Communications	500.00	150.00	Estimated unit number and unit cost or % of total cost charged to this grant
Postage and Shipping	250.00	120.00	Postage for Mailouts to Summer Youth for July 2022 and Summer 2023 Summer Progs.
Occupancy	7,750.00	1,530.00	4% of total cost of this grant.
Equipment Rental and Maintenance	1,000.00	500.00	Program equipment for Youth activities for July 2022 and June 2023 Summer Services
Printing and Publications	1,000.00	250.00	Printing for Summer Program for July 2022 and June 2023 Summer Programming
Travel/Conferences & Meetings	4,760.00	2,400.00	10% of total cost to this grant for travel to field trip destinations and bus rentals for students
Insurance	1,700.00	0.00	2.5% total cost to this grant
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	9,840.00	3,580.00	246.00 per youth x 20 youth for July 2022 and June 2023 (Summer Sessions)
Field Trips	6,000.00	2,500.00	\$150 per youth x 20 youth for July 2022 and June 2023 (Summer Sessions)
Professional Fees/Enhancement partners	2,000.00	1,000.00	3% total cost to this grant to support defraying expenses for enhancement partner activities
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
Total Non-personnel	36,800.00	12,030.00	
Summer sub-total	51,200.00	24,030.00	
TOTAL	87,400.00	32,575.00	
RECIPIENT	78,304.00	Steve E. Fleming	
AUTHORIZED SIGNATURE:			

TITLE	CEO		
DATE	5/6/22		

NAZA-funded Program Sites for 2022-2023


Name of the Organization: Bethlehem Centers of Nashville

Days a Week of Afterschool Program: 4 or 5

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>FYI: Community based sites will only receive transportation from schools to program location</i>
Bethlehem Centers of Nashville 1417 Charlotte Avenue, Nash, TN 37203	20	Yes
Total Number of Students	20	

If applicable, provide Summer Programming information

Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame
Bethlehem Centers of Nashville 1417 Charlotte Avenue, Nash, TN 37203	20	8:30am – 4:30pm
Total Number of Students	20	



Authorized Officer Signature

5/6/22

Date

Grant contract between the Metropolitan Government of Nashville and Davidson County and Black Lemonade, Contract # _____ May 10, 2022

**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 Friday (minimum 4 days per week) during the fall semester (September 6, 2022 to December 9, 2022) and spring semester (January 9 to May 4, 2023), 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 start July 1st th-29th, 2022 and June 5th-30th, 2023*

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/ (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 be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that
-

Other experiences (e.g. physical activity, team games with rules, etc.) that support team and relationship building. reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Black Lemonade, Contract # _____ May 10, 2022

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 and follow current CDC guidelines 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.
- 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.

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) KB **Meals/Snacks:** Recipient is required to provide healthy, prepackaged snack or meal options to youth every day of programming.
- 6) KB **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) KB **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth-led events during the 2022-2023 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Black Lemonade, Contract # _____ May 10, 2022

8) KB **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) KB **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) KB **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.

11) KB **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA** before, will only be required to retake the training/s every 3 years after completion.

12) 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:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Black Lemonade, Contract # _____ May 10, 2022

- a) **A Baseline 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 both (or single) assessment/s.
 - 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. 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, the Recipient is 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) The Recipient is 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) The Recipient is 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) The Recipient 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.
 - j) 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.
- 13) 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.
- 14) KB **Staff Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.
- 14) KB **Manager Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.
- 14) KB **Compliance with MNPS Requirements**: Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability

Grant contract between the Metropolitan Government of Nashville and Davidson County and Black Lemonade, Contract # _____ May 10, 2022

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. 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.
- Receive documented permission from school administration to provide services to youth in their school (e.g. email, commitment letter).
- Meet the 2022-2023 Performance Indicators specific to the Recipient (see Annex 6).

Grant contract between the Metropolitan Government of Nashville and Davidson County and Black Lemonade, Contract # _____ May 10, 2022

- 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.

Additionally, enrollment forms must be fully completed. Forms should include legitimate first and last names of legal guardians and emergency contacts, youth and accurate addresses, phone numbers, e-mails and medical information (as needed).

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 2022-2023 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 Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services as per NAZA centralized guidance.
 - 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:**

Grant contract between the Metropolitan Government of Nashville and Davidson County and Black Lemonade, Contract # _____ May 10, 2022

B.1. **Grant Contract Term.** The term of this Grant will be July 1, 2022 and ending on June 30, 2023. Programs offering only afterschool programming, may charge their expenses to NAZA between August 1, 2022, and May 30, 2023.

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed \$181,510.80 (54 slots for afterschool and 140 slots for summer.) The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan 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 Spending Plan 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.

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 of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 15th, 2023. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2022-2023 school year will be processed after June 30th.

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Black Lemonade, Contract # _____ May 10, 2022

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 a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice 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 semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 15th, 2023

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 June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 15th, 2023

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 (see budget guidance for the list of unallowable costs).

Grant contract between the Metropolitan Government of Nashville and Davidson County and Black Lemonade, Contract # _____ May 10, 2022

- 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 Spending Plan.
- 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.** 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. 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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Black Lemonade, Contract # _____ May 10, 2022

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 Metro 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. **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.12. **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.10.1 Proof of Insurance.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Black Lemonade, Contract # _____ May 10, 2022**

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.10.2 General Liability Insurance

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

D.10.3 Automobile Liability Insurance

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

D.10.4 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.10.5 Sexual Molestation and Abuse Insurance

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

D.10.6 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.10.7

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
Black Lemonade, Contract # _____ May 10, 2022**

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.11. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.12. **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.13. **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Black Lemonade, Contract # _____ May 10, 2022

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.14. **Force Majeure.** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. **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.
- D.16. **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.17. **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.18. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.19. **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Black Lemonade, Contract # _____ May 10, 2022

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. 20. **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.21. **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.22. **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 Operations Manager
615 Church Street
Nashville, TN 37219
(615) 862-5800 Ext. 25796

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

Recipient

Kaymi Butler Founder/ Executive Director

Grant contract between the Metropolitan Government of Nashville and Davidson County and Black Lemonade, Contract # _____ May 10, 2022

Grantee Vendor: Black Lemonade
Address: 407 Wooded Valley Ct
Nashville, TN 37204
Phone : 615-249-8058

D.23. **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.2 **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 7 – Enrollment form

Annex 2 – Expenditure Report Template

Annex 8 – Program site/s

Annex 3 – Budget

Annex 4 – Minimum Standards for NAZA funding

Annex 5 – Partner Data-Sharing Sub-Agreement

Annex 6 – Performance Indicators

NASHVILLE PUBLIC LIBRARY

Aaron L. Dwyer
Library Director

THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kristina
Director of Finance *TK*

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: Black Lemonade

By: *Kaymi Butler*

Name: **Kaymi Butler**
Title: **Executive Director**

Sworn to and subscribed to before me a Notary Public,
this 10 day of May, 2022

Notary Public *Tyeshia Brown*



My Commission expires 09/06/2022

**Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA
Funds For FY 2023 Program**

ORGANIZATION NAME	Black Lemonade		CONTRACT # (Office Use):	
PROGRAM NAME	Superhero Collective/ Superhero Diversity Summer Camp		START DATE: 7/1/2022	
ADDRESS	100 Powell Place #1024		END DATE: 6/20/2023	
CITY, STATE & ZIP	Nashville, TN 37204		CONTACT PERSON: Kaymi Butler	
FEDERAL ID # (EIN)	86-2976641		CONTACT TELEPHONE: 812-589-4667	(615) 249 - 8058
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 09/06/2022 Per slot rate for afterschool is \$1,232	
			Lead Site coordinator: 3 staff x665hrs at \$16/hr = 42,560 Musicians/band: 3 staff, 198hrs at \$65/day = \$4,290 Choir Director: 1 staff x399hrs at \$80/day= 1,870	
Salaries and Wages	48,720.00			
Benefits and Taxes	0.00		Types of benefits, rates and number of staff, whose benefits are charged to this grant	
Total Personnel Expenses	48,720.00	0.00		
Office Supplies	2,670.00		80% printers, scanners, ipads (1 per location). PPE; We have opted to program at 4 locations, 3 schools and a community site. Each site we are looking to equip our staff with printers, ipads, and scanners	
Communications	2,400.00		100% ; Costs for telephone to contact parents, external/internal enhancements partners, etc after school hours	
Postage and Shipping	30.00		Estimated unit number and unit cost or % of total cost charged to this grant	
Occupancy	4,400.00		100% allocated to our Greater Harvest COGIC community location	
Equipment Rental and Maintenance	1,316.00		100% lockable metal storage for Black Lemonade's on site tools and supplies used for programming	
Printing and Publications	640.00		100%, paper and ink	
Travel/Conferences & Meetings	1,200.00		travel and mileage expenses for professional development and training courses, employees will be able to engage in our chosen professional development courses away from their job site with the disney institute program on Exceptional Service	
Insurance	910.00		Our current rate is \$190 a month for 2million liability insurance and workers compensation	
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	11,752.80		\$85/youth, Food: Average daily cost of providing snacks is 13.50/ a day for 140 days = 5 days a week for 28 weeks = 1890 Learning Supplies: Superhero kit containing student folder, journal, notepad, pencils, pen, 2 t-shirts, and superhero academic reading book = \$52/ per student with serving 105 students at 3 sites	
Afterschool/summer transportation	6,600.00		Academic/enhancement superhero games: \$300 \$300 daily rate for Friday community site programming	
Field Trips	1,800.00		\$30/per youth visiting the African American Museum and Urban Air	

Professional Fees/Enhancement partners	1,250.00		\$125 per session for our youth motivational speakers who will expand on their own "superhero
Other Non-Personnel	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	34,968.80	0.00	
Afterschool sub-total	83,688.80	0.00	

Summer Programs		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)	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 for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.
Salaries and Wages	48,900.00		Certified Teacher: 3 staff x 160hrs at \$20/hr = \$9,600; Camp Counselor: 3 staff x 320hrs at \$15/hr = \$14,400; Program Director: 1 staff x 400hrs at \$22/hr = \$8,800; Executive Director/HR: 1 staff x 400hrs at \$25/hr = 10,000; Guitarist: 1 staff x 100 at \$18/hr = \$1800; Drummer: 1 staff x 100 at \$18/hr = \$1800; Choir Director/pianist: 1 x 100hrs at \$25/hr = 2,500
Benefits and Taxes	0.00		Types of benefits, rates and number of staff, whose benefits are charged to this grant
Total Personnel Expenses	48,900.00	0.00	
Office Supplies	1,582.00		50%
Communications	420.00		50%
Postage and Shipping			
Occupancy	13,000.00		100% charged to the grant for space rental
Equipment Rental and Maintenance	0.00		Estimated unit number and unit cost or % of total cost charged to this grant
Printing and Publications	1,200.00		50%
Travel/Conferences & Meetings	1,280.00		Travel and mileage for training/professional development courses and meetings; we are again opting for the Disney Institute program to teach leadership, employee engagement, and service
Insurance	380.00		100%
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	18,480.00		\$132 Per youth average cost at 140 youth; this covers the learning supplies and tools needed for our STEAM academic curriculum, students will receive their own comic book kit to be completed at the end of camp project, camp gear, evening snacks, educational and enrichment games, and our summer reading books
Field Trips	9,555.00		\$83 Per youth average cost; students will visit Top Golf Nashville Shores African American Music Mueseum Nashville Zoo, Holiday World Urban Air
Professional Fees/Enhancement partners	3,025.00		Looking to contract with 8 external community partners
Other Non-Personnel	0.00	0.00	Anything else that is part of programming cost but is not listed
Indirect Cost	2,000.00	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	48,922.00	0.00	
Summer sub-total	97,822.00	0.00	
TOTAL	146,744.00	0.00	
RECIPIENT	Kaymi Butler		
AUTHORIZED SIGNATURE:	<i>Kaymi Butler</i>		

TITLE	Founder/Executive Director		
DATE	5 / 10 / 2022		

NAZA-funded Program Sites for 2022-2023

Name of the Organization Black Lemonade

Days a Week of Afterschool Program: 4 or x 5

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>EYL: Community based sites will only receive transportation from schools to program location</i>
Ex: Baldwin Middle School, 19 Church St, Nashville, TN 37217	15	Yes
John Early Middle School 1000 Cass St. Nashville, TN 37208	30	Yes
Moses McKissack Middle School 915 38th Ave. Nashville, TN 37209	15	Yes
Haynes Middle School 510 Trinity Lane, Nashville, TN 37207	15	Yes
Greater Harvest COGIC 2119 14th Ave. N, Nashville, TN 37208	the above sum	Students from all sites will need transportation to the community site on Friday's only.
Total Number of Students	60	

If applicable, provide Summer Programming information

Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame
Living Word COGIC 5100 Wyoming Ave., Nashville, TN 37209	140	7:30am-3:30pm (before/after care 6:30am; 5pm)
Total Number of Students	140	



Authorized Officer Signature

5/9/2022

Date

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
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 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 Friday (minimum 4 days per week) during the fall semester (September 6, 2022 to December 9, 2022) and spring semester (January 9 to May 4, 2023), 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 Church on the Rock will start July 5th-29th, 2022 and June 5th-30th, 2023*

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 be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g. physical activity, team games with rules, etc.) that support team and relationship building.

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:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Church on the Rock, Contract # _____ May 4, 2022

1. CR **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. CR **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 and follow current CDC guidelines for programming.

3. CR **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.

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

6) CR **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) CR **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth-led events during the 2022-2023 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) CR **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 Church on the Rock, Contract # _____ May 4, 2022

9) CR **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) CR **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.

11) CR **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA before,** will only be required to retake the training/s every 3 years after completion.

12) CR **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 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Church on the Rock, Contract # _____ May 4, 2022

- b) Developing and uploading a **Program Improvement Plan** based on the results of both (or single) assessment/s.
- 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. 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, the Recipient is 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) The Recipient is 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) The Recipient is 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) The Recipient 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.
- j) 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.

13) CR **Youth Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.

14) CR **Staff Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.

14) CR **Manager Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.

14) CR **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:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Church on the Rock, Contract # _____ May 4, 2022

- 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. 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.
- Receive documented permission from school administration to provide services to youth in their school (e.g. email, commitment letter).
- Meet the 2022-2023 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.

Additionally, enrollment forms must be fully completed. Forms should include legitimate first and last names of legal guardians and emergency contacts, youth and accurate addresses, phone numbers, e-mails and medical information (as needed).

Grant contract between the Metropolitan Government of Nashville and Davidson County and Church on the Rock, Contract # _____ May 4, 2022

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 2022-2023 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 Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services as per NAZA centralized guidance.
- 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 July 1, 2022 and ending on June 30, 2023. **Programs offering only afterschool programming, may charge their expenses to NAZA between August 1, 2022, and May 30, 2023.**

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed \$206,832.00 (45 slots for afterschool and 75 slots for summer) The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan 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 Church on the Rock, Contract # _____ May 4, 2022

- 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 Spending Plan 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.

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 of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 15th, 2023. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2022-2023 school year will be processed after June 30th.

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 a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Church on the Rock, Contract # _____ May 4, 2022

The expenditure reports format is shown on Annex 2 attached to this contract. The semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 15th, 2023

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 June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 15th, 2023

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 (see budget guidance for the list of unallowable costs).
- 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 Spending Plan.
- 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Church on the Rock, Contract # _____ May 4, 2022

- 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.** 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. 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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Church on the Rock, Contract # _____ May 4, 2022

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 Metro 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. **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.12. **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.10.1 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.10.2 General Liability Insurance

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

D.10.3 Automobile Liability Insurance

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

D.10.4 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.10.5 Sexual Molestation and Abuse Insurance

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

D.10.6 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.10.7

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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Church on the Rock, Contract # _____ May 4, 2022

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.11. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.12. **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.13. **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.14. **Force Majeure.** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Church on the Rock, Contract # _____ May 4, 2022

- D.15. **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.
- D.16. **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.17. **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.18. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.19. **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. 20. **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.21. **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Church on the Rock, Contract # _____ May 4, 2022

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.22. **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 Operations Manager
615 Church Street
Nashville, TN 37219
(615) 862-5800 Ext. 25796

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
Grantee Vendor: Church on the Rock
Address : 1304 Dickerson PK S
Nashville, TN 37207
Phone : 615-243-7355

- D.23. **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Church on the Rock, Contract # _____ May 4, 2022

- 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.24. **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 2 - Expenditure Report Template

Annex 3 - Budget

Annex 4 - Minimum Standards for NAZA funding

Annex 5 - Partner Data-Sharing Sub-Agreement

Annex 6 - Performance Indicators

Annex 7 - Enrollment form

Annex 8 - Program site/s

NASHVILLE PUBLIC LIBRARY

Anderson L. Deane
Library Director

**THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY:**

APPROVED AS TO AVAILABILITY OF FUNDS:

[Signature]
Director of Finance *TH*

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: Church on the Rock

By: *[Signature]*

Name: *Caleb Regan*
Title: *Executive Director*

Sworn to and subscribed to before me a Notary Public,
this 6 day of May, 2022

Notary Public *Randall J. Hefflin*



My Commission expires 3-6-24

**Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA
Funds For FY 2023 Program**

ORGANIZATION NAME	Church on the Rock	CONTRACT # (Office Use):	
PROGRAM NAME	After School Academy	START DATE: JULY 2022	
ADDRESS	1304 Dickerson Pk	END DATE: JUNE 2023	
CITY, STATE & ZIP	Goodlettsville TN	CONTACT PERSON: CALEB ROGAN	
FEDERAL ID # (EIN)	62-1763708	CONTACT TELEPHONE: 615-243-7355	(615) -

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 09/06/2022 Per slot rate for afterschool is \$1,232
Salaries and Wages	55,792.00		Number of staff x Number of hours and hourly rate charged to this grant or percentage of salary for
Benefits and Taxes	0.00		Types of benefits, rates and number of staff, whose benefits are charged to this grant
Total Personnel Expenses	55,792.00	0.00	
Office Supplies	1,500.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Communications	600.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Postage and Shipping	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Occupancy	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Equipment Rental and Maintenance	1,000.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Printing and Publications	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Travel/Conferences & Meetings	0.00	0.00	Milage, parking and other travel unit cost and unit number
Insurance	0.00	0.00	Unit cost or % of total cost charged to this grant
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	15,840.00	0.00	Per youth average cost or cost per purchase type
Afterschool/summer transportation	0.00	0.00	Daily rate, number of days separated by afterschool and summer (if applicable)
Field Trips	0.00	0.00	Per youth average cost or cost per trip and estimated number of youth participating
Professional Fees/Enhancement partners	8,400.00	0.00	Any contracted services, including external enhancement partners- cost per contract or per hour/class
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	25,340.00	0.00	
Afterschool sub-total	81,312.00	0.00	

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
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 for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.
Salaries and Wages	63,200.00	0.00	Number of staff x Number of hours and hourly rate charged to this grant or percentage of salary for
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	63,200.00	0.00	
Office Supplies	750.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Communications	300.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Postage and Shipping	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Occupancy	5,000.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Equipment Rental and Maintenance	4,000.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Printing and Publications	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Travel/Conferences & Meetings	8,300.00	0.00	Milage, parking and other travel unit cost and unit number
Insurance	570.00	0.00	Unit cost or % of total cost charged to this grant
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	33,992.00	0.00	Per youth average cost or cost per purchase type
Field Trips	12,000.00	0.00	Per youth average cost or cost per trip and estimated number of youth participating
Professional Fees/Enhancement partners	4,800.00	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	0.00	Partners can choose to budget either separate line items above or request an indirect cost of up to 20%
Total Non-personnel	62,320.00	0.00	
Summer sub-total	125,520.00	0.00	
TOTAL	206,832.00	0.00	

RECIPIENT	Caleb Rogan		
AUTHORIZED SIGNATURE:	<i>Caleb Rogan</i>		
TITLE	Executive Director		
DATE	5 / 10 / 2022		

NAZA-funded Program Sites for 2022-2023

Name of the Organization: After School Academy (Church on the Rock)

Days a Week of Afterschool Program: 5

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>FYI: Community based sites will only receive transportation from schools to program location</i>
Strive Collegiate Academy 3055 Lebanon Pk 37214	45	No
Total Number of Students	45	

If applicable, provide Summer Programming information

Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame
Strive Collegiate Academy 3055 Lebanon Pk 37214	50	9:00am – 3:00pm
Bellshire Community Center 3840 Dickerson Pike, Nashville, TN 37207	25	9:00am – 3:00pm
Total Number of Students	75	



5/10/2022

Authorized Officer Signature

Date

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
DYMON in the Rough**

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 DYMON in The Rough ("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 Friday (minimum 4 days per week) during the fall semester (September 6, 2022 to December 9, 2022) and spring semester (January 9 to May 4, 2023), 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 DYMON in the Rough will start June 5th -30th, 2023

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 be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g. physical activity, team games with rules, etc.) that support team and relationship building.

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and DYMON in the Rough, Contract # _____ May 4, 2022

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

1. BT **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. BT **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 and follow current CDC guidelines for programming.

3. BT **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.

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

6) BT **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) BT **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth-led events during the 2022-2023 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and
DYMON In the Rough, Contract # _____ May 4, 2022

8) BF **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) BF **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) BF **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.

11) BF **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA before,** will only be required to retake the training/s every 3 years after completion.

12) BF **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:

Grant contract between the Metropolitan Government of Nashville and Davidson County and DYMOM in the Rough, Contract # _____ May 4, 2022

- a) **A Baseline 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 both (or single) assessment/s.
 - 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. 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, the Recipient is 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) The Recipient is required to administer YPQI's **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.
 - h) The Recipient is 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) The Recipient 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.
 - j) 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.
- 13) Bl **Youth Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.
- 14) Bl **Staff Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.
- 14) Bl **Manager Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.

Grant contract between the Metropolitan Government of Nashville and Davidson County and
DYMON In the Rough, Contract # _____ May 4, 2022

14) B1 **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. 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.
- Receive documented permission from school administration to provide services to youth in their school (e.g. email, commitment letter).

Grant contract between the Metropolitan Government of Nashville and Davidson County and DYMOM In the Rough, Contract # _____ May 4, 2022

- Meet the 2022-2023 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.

Additionally, enrollment forms must be fully completed. Forms should include legitimate first and last names of legal guardians and emergency contacts, youth and accurate addresses, phone numbers, e-mails and medical information (as needed).

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 2022-2023 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 Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services as per NAZA centralized guidance.
- 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:

Grant contract between the Metropolitan Government of Nashville and Davidson County and DYMON in the Rough, Contract # _____ May 4, 2022

B.1. Grant Contract Term. The term of this Grant will be July 1, 2022 and ending on June 30, 2023. Programs offering only afterschool programming, may charge their expenses to NAZA between August 1, 2022 and May 30, 2023.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed \$126,112.00(60 slots for afterschool and 40 slots for summer) The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan 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 Spending Plan 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.

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 of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 15th, 2023. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2022-2023 school year will be processed after June 30th.

Grant contract between the Metropolitan Government of Nashville and Davidson County and DYMON in the Rough, Contract # _____ May 4, 2022

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 a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice 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 semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 15th, 2023

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 June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 15th, 2023

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

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
DYMON in the Rough, Contract # _____ May 4, 2022**

unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed (see budget guidance for the list of unallowable costs).

- 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 Spending Plan.
- 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.** 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. 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.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
DYMON In the Rough, Contract # _____ May 4, 2022**

- 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 Metro 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. **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.12. **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.10.1 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.10.2 General Liability Insurance

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

D.10.3 Automobile Liability Insurance

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

D.10.4 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.10.5 Sexual Molestation and Abuse Insurance

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

D.10.6 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

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
DYMON in the Rough, Contract # _____ May 4, 2022**

unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

D.10.7

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.11. Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.12. 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.13. 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.14. Force Majeure.** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. 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.
- D.16. 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.17. 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.18. Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.19. 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and DYMOM in the Rough, Contract # _____ May 4, 2022

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. 20. 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.21. 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.22. 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 Operations Manager
615 Church Street
Nashville, TN 37219

For inquiries regarding invoices:
Nashville Public Library
NAZA Procurement Officer
615 Church Street
Nashville, TN 37219

Grant contract between the Metropolitan Government of Nashville and Davidson County and DYMON in the Rough, Contract # _____ May 4, 2022

615- 862-5800 Ext. 25796

615-862-5800 ext. 73731

Recipient

Brittany Tyler, CEO

Grantee Vendor: DYMON in the Rough

Address: PO BOX 330816

Nashville, TN 37203

Phone : 615-836-8897

D.23. 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.24. 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 4 – Minimum Standards for NAZA funding

Annex 2 – Expenditure Report Template

Annex 5 – Partner Data-Sharing Sub-Agreement

Annex 3 – Budget

Annex 6 – Performance Indicators

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
DYMON in the Rough, Contract # _____ May 4, 2022**

Annex 7 – Enrollment form

Annex 8 – Program site/s

CS 51

NASHVILLE PUBLIC LIBRARY

Susan L. Dyer
Library Director

THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

[Signature]
Director of Finance

APPROVED AS TO RISK AND INSURANCE:

Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

RECIPIENT: DYMON in the Rough

By: *Brittany Bowers-Tyler*
Name: *Brittany Bowers-Tyler*
Title: *CEO*

Sworn to and subscribed to before me a Notary Public,
this 9 day of May, 2022

Notary Public

[Signature]

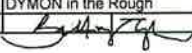


My Commission expires 2/1/25

Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA			
Funds For FY 2023 Program			
ORGANIZATION NAME		DYMON in the Rough	CONTRACT # (Office Use):
PROGRAM NAME		DYMON in the Rough	START DATE:
ADDRESS		PO Box 330816	7/1/2022
CITY, STATE & ZIP		Nashville, TN 37203	END DATE:
FEDERAL ID # (EIN)		46-1319844	6/30/2023
			CONTACT PERSON
			Brittany Tyler
			CONTACT TELEPHONE
			(615) 578 - 9944
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 09/06/2022 Per slot rate for afterschool is \$1,232
Salaries and Wages	47,555.00	\$ 17,627.00	Program Monday- Friday: 3 youth workers x 9 hours/wk x \$16/hr x 29 wks (\$12,528) + 3 Site Coordinators x 9 hours /wk x \$19/hr x 29 wks (\$14,877) + Program Director 25% of salary (\$11,375) + Executive Director 15% of salary (\$5,500) + Accountant \$100/mo x 10 mo (\$1,000) + Operations Manager 5% of salary (\$2,275). FYI staff floaters are charged to a different grant
Benefits and Taxes	4,115.00	\$ 1,700.00	Taxes plus 35% of benefit costs for 2 salary employees. Benefits include health, dental, and life insurance; retirement plan; and bonuses
Total Personnel Expenses	51,670.00	19,327.00	
Office Supplies	1,250.00	0.00	25% of total cost charged to this grant. Staff's office is at their home or the school site. 3 sites x \$416.50 for a 10 month period. This includes all classroom supplies needed to lead programming.
Communications	1,200.00	0.00	15% of total cost charged to this grant. Charged \$100 x 12 months includes: Phones for parent contact, website, social media, etc
Postage and Shipping	350.00	0.00	35% of total cost charged to this grant
Occupancy	504.00	0.00	35% of total cost charged to this grant. \$50.40 x 10 months for office and storage space.
Equipment Rental and Maintenance	350.00	0.00	35 % of total cost charged to this grant. 2 time use of equipment rental for youth's showcases and other events throughout the year. Includes microphone, projector, stage, and any other items requested by the youth to present their pitch.
Printing and Publications	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Travel/Conferences & Meetings	450.00	0.00	15% of total cost charged to this grant for Mileage, parking and other travel cost for 3 salary employees
Insurance	1,050.00	0.00	35% of total cost charged to this grant
Direct youth costs (training supplies, learning software, programs, games,	12,642.00	5,250.00	50% of the total is charged to this grant. \$175 Per youth x 60 youth /50%
Afterschool/summer transportation	3,822.00	11,100.00	35% of total cost charge to this grant. \$182 Daily rate x 2 (for pick up and drop off) x 30 days for the summer.

Field Trips	3,300.00	3,300.00	50% of the total cost is charged to this grant. \$50 Per youth average cost x 60 youth + \$1,800 for transportation
Professional Fees/Enhancement partners	2,625.00	2,625.00	50% of the total is charged to this grant. Enhancement Partners \$1,750 x 3 sites
Other Non-Personnel	2,099.00	0.00	35% of the total cost charged to this grant for 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	29,642.00	22,275.00	
Afterschool sub-total	81,312.00	41,602.00	

Summer Programs		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)	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 for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.
SALARIES AND WAGES	29,590.00	20,560.00	Program Monday- Friday: 2 youth workers x 20 hours/wk x \$17/hr x 8 wks (\$5,440) + 1 Site Coordinator x 25 hours /wk x \$19/hr x 8 wks (\$3,800) + Program Director 20% of salary (\$10,000) + Executive Director approx 5% of salary (\$3,000) + Accountant \$300/mo x 2 mo (\$600) + Operations Manager 15% of salary (\$6,750)
BENEFITS AND TAXES	2,425.00	1,225.00	Taxes plus 15% of benefit costs for 3 salary employees. Benefits include health, dental, and life insurance, retirement plan; and bonuses
Total Personnel Expenses	32,015.00	21,785.00	
Office Supplies	500.00	0.00	10% of total cost charged to this grant. 25% of total cost charged to this grant. Staff's office is at their home or the school site. \$50 x 10 staff for 8 weeks = \$500 This includes all classroom supplies needed to lead programming.
Communications	400.00	1,030.00	Approx 28% of total cost charged to this grant. \$200 x 2 months includes: Phones for parent contact, website, social media, etc
Postage and Shipping	0.00	360.00	Estimated unit number and unit cost or % of total cost charged to this grant
Occupancy	2,250.00	4,740.00	Approx 33% of total cost charged to this grant. Program site location cost \$321.40 x 7 weeks = \$2,250
Equipment Rental and Maintenance	450.00	0.00	15% of total cost charged to this grant. 1 time use of equipment rental for the business pitch showcase at the conclusion of the program. Includes microphone, projector, stage, and any other items requested by the youth to present their pitch.
Printing and Publications	0.00	100.00	Estimated unit number and unit cost or % of total cost charged to this grant
Travel/Conferences & Meetings	450.00	0.00	35% of total cost charged to this grant for Mileage, parking and other travel cost for 3 salary employees
Insurance	750.00	1,095.00	15% of total cost charged to this grant
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	4,000.00	10,360.00	Approx 39% of the total is charged to this grant. \$200 Per youth x 40 youth /50%
Field Trips	1,800.00	1,800.00	50% of the total cost is charged to this grant. \$90 Per youth average cost x 40 youth

Professional Fees/Enhancement partners	1,000.00	300.00	70% of the total is charged to this grant.
Other Non-Personnel	1,185.00	2,035.00	Approx 50% of the total cost charged to this grant for 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	12,785.00	21,820.00	
Summer sub-total	44,800.00	43,605.00	
TOTAL	128,112.00	86,207.00	
RECIPIENT	DYMON in the Rough		
AUTHORIZED SIGNATURE:		Brittany Tyler	
TITLE	Executive Director		
DATE	5/9/2022		

NAZA-funded Program Sites for 2022-2023

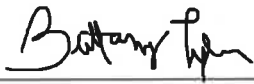
Name of the Organization DYMON in the Rough

Days a Week of Afterschool Program: 4 or X 5

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>EYI: Community based sites will only receive transportation from schools to program location</i>
H.G.Hill Middle 150 Davidson Rd. Nashville, TN 37205	20	Yes
Madison Middle 300 W Old Hickory Blvd. Madison, TN 37115	20	Yes
Robert Churchwell 1625 Dr. DB Todd Jr Blvd. Nashville, TN 37208	20	Yes
Total Number of Students	60	

If applicable, provide Summer Programming information

Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame
F.H.Jenkins Prep 814 Youngs Ln., Nashville, TN 37207	40	9:00am – 2:00pm
Total Number of Students	40	



5/9/2022

Authorized Officer Signature

Date

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
Edgehill Neighborhood Partnership**

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 Edgehill Neighborhood Partnership ("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 Friday (minimum 4 days per week) during the fall semester (September 6, 2022 to December 9, 2022) and spring semester (January 9 to May 4, 2023), 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 Edgehill Neighborhood Partnership will start July 5th-29th, 2022 and June 5th-30th, 2023

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 be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g. physical activity, team games with rules, etc.) that support team and relationship building.

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 program**

Requirements for Programming

Grant contract between the Metropolitan Government of Nashville and Davidson County and Edgehill Neighborhood Partnership, Contract # _____ May 10, 2022

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

1. AP **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. AP **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 and follow current CDC guidelines for programming.

3. AP **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.

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

6) AP **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) AP **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth-led events during the 2022-2023 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Edgehill Neighborhood Partnership, Contract # _____ May 10, 2022

8) AP **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) AP **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) AP **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.

11) AP **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA** before, will only be required to retake the training/s every 3 years after completion.

12) AP **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:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Edgehill Neighborhood Partnership, Contract # _____ May 10, 2022

a) **A Baseline 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 both (or single) assessment/s.

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. 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, the Recipient is 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) The Recipient is 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) The Recipient is 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) The Recipient 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.

j) 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.

13) AP **Youth Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.

14) AP **Staff Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.

14) AP **Manager Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.

14) AP **Compliance with MNPS Requirements:** Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability

Grant contract between the Metropolitan Government of Nashville and Davidson County and Edgehill Neighborhood Partnership, Contract # _____ May 10, 2022

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. 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.
- Receive documented permission from school administration to provide services to youth in their school (e.g. email, commitment letter).
- Meet the 2022-2023 Performance Indicators specific to the Recipient (**see Annex 6**).

Grant contract between the Metropolitan Government of Nashville and Davidson County and Edgehill Neighborhood Partnership, Contract # _____ May 10, 2022

- 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.

Additionally, enrollment forms must be fully completed. Forms should include legitimate first and last names of legal guardians and emergency contacts, youth and accurate addresses, phone numbers, e-mails and medical information (as needed).

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 2022-2023 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 Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services as per NAZA centralized guidance.
- 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:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Edgehill Neighborhood Partnership, Contract # _____, May 10, 2022

B.1. **Grant Contract Term.** The term of this Grant will be July 1, 2022 and ending on June 30, 2023. **Programs offering only afterschool programming, may charge their expenses to NAZA between August 1, 2022, and May 30, 2023.**

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed \$133,718.40 (42 slots for afterschool and 60 slots for summer) The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan 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 Spending Plan 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.

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 of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 15th, 2023. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2022-2023 school year will be processed after June 30th.

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Edgehill Neighborhood Partnership, Contract # _____ May 10, 2022

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 a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice 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 semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 15th, 2023

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 June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 15th, 2023

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 (see budget guidance for the list of unallowable costs).

Grant contract between the Metropolitan Government of Nashville and Davidson County and Edgehill Neighborhood Partnership, Contract # _____ May 10, 2022

- 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 Spending Plan.
- 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.** 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. 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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Edgehill Neighborhood Partnership, Contract # _____ May 10, 2022

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 Metro 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. **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.12. **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.10.1 Proof of Insurance.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Edgehill Neighborhood Partnership, Contract # _____ May 10, 2022

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.10.2 General Liability Insurance

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

D.10.3 Automobile Liability Insurance

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

D.10.4 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.10.5 Sexual Molestation and Abuse Insurance

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

D.10.6 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.10.7

Grant contract between the Metropolitan Government of Nashville and Davidson County and Edgehill Neighborhood Partnership, Contract # _____ May 10, 2022

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.11. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.12. **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.13. **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Edgehill Neighborhood Partnership, Contract # _____ May 10, 2022

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.14. **Force Majeure.** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. **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.
- D.16. **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.17. **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.18. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.19. **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Edgehill Neighborhood Partnership, Contract # _____ May 10, 2022

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. 20. **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.21. **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.22. **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 Operations Manager
615 Church Street
Nashville, TN 37219
(615) 862-5800 Ext. 25796

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

Recipient

Allison Quintanilla Plattsmier, Executive Director

Grant contract between the Metropolitan Government of Nashville and Davidson County and Edgehill Neighborhood Partnership, Contract # _____ May 10, 2022

Grantee Vendor: Edgehill Neighborhood Partnership
Address: 1224 Martin Street
Nashville, TN 37203
Phone : 615-533-3986

D.23. 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.24. 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 7 – Enrollment form

Annex 2 – Expenditure Report Template

Annex 8 – Program site/s

Annex 3 – Budget

Annex 4 – Minimum Standards for NAZA funding

Annex 5 – Partner Data-Sharing Sub-Agreement

Annex 6 – Performance Indicators

NASHVILLE PUBLIC LIBRARY

Sharon L. Dyer
Library Director

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

[Signature]
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: Edgemoor Neighborhood Partnership

[Signature]
By: _____

ALLISON PLATTSMIER
Name: Executive Director
Title:
State of Texas, County of Dallas

Sworn to and subscribed to before me a Notary Public,
this *09* day of _____, 202__
[Signature]
Notary Public

 Jennifer Frazier
Notary Public, State of Texas
Comm. Expires 03-16-2026
Notary ID 131492357

Notarized Online with NotaryLive.com

My Commission expires Mar 16, 2026


**Metropolitan Government of Nashville and
Fun**

ORGANIZATION NAME	Edgehill Neighborhood Partnership
PROGRAM NAME	The Spot
ADDRESS	1224 Martin Street
CITY, STATE & ZIP	Nashville, TN 37203
FEDERAL ID # (EIN)	90-038-1834

COST CATEGORIES	TOTAL BUDGET REQUEST
After-School Programs	
Salaries and Wages	\$31,080
Benefits and Taxes	\$2,331
Total Personnel Expenses	\$33,411
Office Supplies	\$0
Communications	\$360
Postage and Shipping	\$0
Occupancy	\$1,540
Equipment Rental and Maintenance	\$0
Printing and Publications	\$0
Travel/Conferences & Meetings	\$0
Insurance	\$520
learning software, programs, games,	\$9,374
Afterschool transportation	\$5,625
Field Trips	\$2,100
Professional Fees/Enhancement partners	\$3,988
Other Non-Personnel	\$0
Indirect Cost	
Total Non-personnel	\$23,507.00
Afterschool sub-total	\$56,918

Summer Programs	
Salaries and Wages	\$28,940
Benefits and Taxes	\$1,059
Total Personnel Expenses	\$29,999
Office Supplies	
Communications	\$363
Postage and Shipping	\$300
Occupancy	\$2,400
Equipment Rental and Maintenance	\$0
Printing and Publications	\$205

Travel/Conferences & Meetings	\$0
Insurance	\$149
learning software, programs, games, food, etc.)	\$3,384
Summer transportation	\$5,000
Field Trips	\$11,000
Professional Fees/Enhancement partners	\$24,000
Other Non-Personnel	\$0
Indirect Cost	\$0
Total Non-personnel	\$46,801
Summer sub-total	\$76,800
TOTAL	\$133,718

RECIPIENT	Edgehill Neighborhood Partnership
AUTHORIZED SIGNATURE:	

TITLE	Executive Director
DATE	04/08/2022

**I Davidson County/Nashville Public Library/ NAZA
ds For FY 2023 Program**

CONTRACT # (Office Use):	
START DATE:	7/1/2022
END DATE:	6/30/2023
CONTACT PERSON	Allison Quintanilla Plattsmier
CONTACT TELEPHONE	(615) 533-3986

BUDGET EXPLANATION/DETAILS

**After-school program starts 09/06/2022 | Per slot rate
for afterschool is \$1,232**

3 staff members, \$18.50/hr x 20 hrs/week x 28 weeks

Payroll taxes

\$40 cell phone stipend x 9 months

\$171/month x 9 months for storage of supplies

40% of annual insurance cost

\$100 per youth average cost

\$40 daily rate x 140 days

\$50 per youth average cost

Cost for all enhancement partner contracts

Anything else that is part of programming cost but is not

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.

**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 for
summer program is \$320 per week for partners programming 5 days per week for 8
hours per day.**

Youth Program Director- 3 month, 100% salary for
planning and execution of the program, two full-time hourly
employees, \$18.50/hr x 37.5 hrs/week for the duration of
the summer

Health insurance, dental, vision, life for 3 months for Youth
Program Director

\$40 cell phone stipend for 3 months x 3 employees

Cost of mail advertisement for recruitment

Cost of Christ Lutheran Church, \$800/month for 3 months

Average printing cost calculated at .07/page

NAZA-funded Program Sites for 2022-2023

Name of the Organization: Edgehill Neighborhood Partnership

Days a Week of Afterschool Program: 5

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>FYI: Community based sites will only receive transportation from schools to program location</i>
LEAD Cameron 1034 First Avenue South Nashville, TN 37210	12	Yes
LEAD Academy 1034 First Avenue South Nashville, TN 37210	15	Yes
Wright Middle 180 McCall St, Nashville, TN 37211	15	Yes
Total Number of Students	42	

If applicable, provide Summer Programming information

Name and address of summer program sites <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame
Christ Lutheran Church 299 Haywood Ln, Nashville, TN 37211	60	8:30 am – 3:30 pm
Total Number of Students	60	

Allison Plattamier

5/10/22

Authorized Officer Signature

Date

Grant contract between the Metropolitan Government of Nashville and Davidson County and,
From the Heart Int'l Education Foundation, Contract # _____ 5/4/2022

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
From the Heart Int'l Education Foundation**

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 From the Heart Int'l Education Foundation ("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 Friday (minimum 4 days per week) during the fall semester (September 6, 2022 to December 9, 2022) and spring semester (January 9 to May 4, 2023), 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 From the Heart Int'l Education Foundation will start July 1st-15th, 2022 and June 5th-16th, 2023

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 be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g. physical activity, team games with rules, etc.) that support team and relationship building.

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. JW **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. JW **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 and follow current CDC guidelines for programming.

3. JW **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.

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

6) JW **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) JW **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth-led events during the 2022-2023 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

**Grant contract between the Metropolitan Government of Nashville and Davidson County and,
From the Heart Int'l Education Foundation, Contract # _____ 5/4/2022**

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) JW **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) JW **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) JW **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.

11) JW **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.




Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA before,** will only be required to retake the training/s every 3 years after completion.

12) JW **Evaluation Tools:**

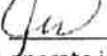
All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI)** cycle. Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and,
From the Heart Int'l Education Foundation, Contract # _____ 5/4/2022**

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

- a) **A Baseline 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 both (or single) assessment/s.
 - 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. 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, the Recipient is 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) The Recipient is 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) The Recipient is 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) The Recipient 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.
 - j) 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.
- 13)  **Youth Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.
- 14)  **Staff Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.
- 14)  **Manager Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and,
From the Heart Int'l Education Foundation, Contract # _____ 5/4/2022**

14)  **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. 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.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and,
From the Heart Int'l Education Foundation, Contract # _____ 5/4/2022**

- Receive documented permission from school administration to provide services to youth in their school (e.g. email, commitment letter).
- Meet the 2022-2023 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.

Additionally, enrollment forms must be fully completed. Forms should include legitimate first and last names of legal guardians and emergency contacts, youth and accurate addresses, phone numbers, e-mails and medical information (as needed).

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 youths the Agency projected to serve for the 2022-2023 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 Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services as per NAZA centralized guidance.
- 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.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and,
From the Heart Int'l Education Foundation, Contract # _____ 5/5/2022**

B. GRANT CONTRACT TERM:

Grant Contract Term. The term of this Grant will be July 1, 2022 and ending on June 30, 2023.

- B.1. Programs offering only afterschool programming, may charge their expenses to NAZA between August 1,2022 and May 30, 2023.**

PAYMENT TERMS AND CONDITIONS:

- C. Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed \$12,686.40 (7 slots for afterschool and 10 slots for summer) The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan 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 Spending Plan 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.

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 of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 15th, 2023. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2022-2023 school year will be processed after June 30th.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and,
From the Heart Int'l Education Foundation, Contract # _____ 5/4/2022**

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 Leriz.Fahmy@nashville.gov

C.4. Reporting

Expenditure Report. All Recipients will submit a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice 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 semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 15th, 2023

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 June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 15th, 2023

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

**Grant contract between the Metropolitan Government of Nashville and Davidson County and,
From the Heart Int'l Education Foundation, Contract # _____ 5/4/2022**

constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed (see budget guidance for the list of unallowable costs).

- 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 Spending Plan.
- 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.** 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. 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

**Grant contract between the Metropolitan Government of Nashville and Davidson County and,
From the Heart Int'l Education Foundation, Contract # _____ 5/4/2022**

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 Metro 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. **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.12. **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.

**Grant contract between the Metropolitan Government of Nashville and Davidson County and,
From the Heart Int'l Education Foundation, Contract # _____ 5/4/2022**

D.10.1 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.10.2 General Liability Insurance

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

D.10.3 Automobile Liability Insurance

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

D.10.4 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.10.5 Sexual Molestation and Abuse Insurance

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

D.10.6 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

**Grant contract between the Metropolitan Government of Nashville and Davidson County and,
From the Heart Int'l Education Foundation, Contract # _____ 5/4/2022**

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.10.7

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.11. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.

D.12. **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

**Grant contract between the Metropolitan Government of Nashville and Davidson County and,
From the Heart Int'l Education Foundation, Contract # _____ 5/4/2022**

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.13. 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.14. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.15. 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.

D.16. 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.17. 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.18. Headings. Section headings are for reference purposes only and will not be construed as part of this Grant Contract.

D.19. 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

**Grant contract between the Metropolitan Government of Nashville and Davidson County and,
From the Heart Int'l Education Foundation, Contract # _____ 5/4/2022**

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. 20. **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.21. **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.22. **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

For inquiries regarding invoices:
Nashville Public Library

**Grant contract between the Metropolitan Government of Nashville and Davidson County and,
From the Heart Int'l Education Foundation, Contract # _____ 5/4/2022**

NAZA Operations Manager
615 Church Street
Nashville, TN 37219
(615) 862-5800 Ext. 25796

NAZA Procurement Officer
615 Church Street
Nashville, TN 37219
615.862.5800 ext. 73231

Recipient

Jewell Winn, Executive Director

Grantee Vendor: From the Heart Int'l Education Foundation
Address: 875 Loretta Drive
Goodlettsville, 37072
Phone : 615-994-0770

D.23. **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.24. **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,
From the Heart Int'l Education Foundation, Contract # _____ 5/4/2022**

Annex 1 – Metro Invoice Template

Annex 2 – Expenditure Report Template

Annex 3 – Budget

Annex 4 – Minimum Standards for NAZA funding

Annex 5 – Partner Data-Sharing Sub-Agreement

Annex 6 – Performance Indicators

Annex 7 – Enrollment form

Annex 8 – Program site/s

NASHVILLE PUBLIC LIBRARY

Susan L. Dyer
Library director

THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Mery
Director of Finance *TM*

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: From the Heart Int'l Education
Foundation

By: Jewell Winn

Name: Jewell Winn
Title: Executive Director

Sworn to and subscribed to before me a Notary Public,
this 4 day of May, 2022

Notary Public

Sheila D. Ewing-Agner

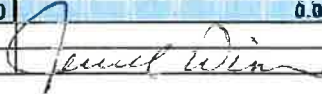


My Commission expires 3.25.2025

Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA
Funds For FY 2023 Program

ORGANIZATION NAME	From the Heart Int'l Edu Foundation	CONTRACT # (Office Use):	
PROGRAM NAME	Music for LIFE	START DATE:	7/1/22
ADDRESS	875 Loretta Drive	END DATE:	6/30/23
CITY, STATE & ZIP	Goodlettsville, TN 37072	CONTACT PERSON	Dr. Jewell Wirt
FEDERAL ID # (EIN)	47-3020888	CONTACT TELEPHONE	(615) 994-0770

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 09/06/2022 Per slot rate for afterschool is
Salaries and Wages	8,624.00		2 staff, 4 days a week, \$27.50 per hour
Benefits and Taxes	0.00		N/A
Total Personnel Expenses	8,624.00	0.00	
Office Supplies	0.00	0.00	To be paid for by provider's operating budget
Communications	0.00	0.00	To be paid for by provider's operating budget
Postage and Shipping	0.00	0.00	To be paid for by provider's operating budget
Occupancy	0.00	0.00	To be paid for by provider's operating budget
Equipment Rental and Maintenance	0.00	0.00	To be paid for by provider's operating budget
Printing and Publications	0.00	0.00	To be paid for by provider's operating budget
Travel/Conferences & Meetings	0.00	0.00	To be paid for by provider's operating budget
Insurance	0.00	0.00	To be paid for by provider's operating budget
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	862.40	0.00	To be paid for by provider's operating budget
Afterschool/summer transportation	0.00	0.00	To be paid for by provider's operating budget
Field Trips	0.00	0.00	To be paid for by provider's operating budget
Professional Fees/Enhancement partners	0.00	0.00	To be paid for by provider's operating budget
Other Non-Personnel	0.00	0.00	To be paid for by provider's operating budget
Indirect Cost	0.00	0.00	n/a
Total Non-personnel	0.00	0.00	
Afterschool sub-total	9,486.40	0.00	

Summer Programs		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)	Summer program funded in this cycle is July 1-31,2022 and June 1-30, for summer to be calculated at \$5 an hour per slot. Maximum cost per year program is \$320 per week for partners programming 5 days per week for
Salaries and Wages	3,200.00	0.00	2 staff, 5 days a week, 4 weeks
Benefits and Taxes	0.00	0.00	n/a
Total Personnel Expenses	3,200.00	0.00	
Office Supplies	0.00	0.00	Provided by organization's operating budget
Communications	0.00	0.00	Provided by organization's operating budget
Postage and Shipping	0.00	0.00	Provided by organization's operating budget
Occupancy	0.00	0.00	Provided by organization's operating budget
Equipment Rental and Maintenance	0.00	0.00	Provided by organization's operating budget
Printing and Publications	0.00	0.00	Provided by organization's operating budget
Travel/Conferences & Meetings	0.00	0.00	Provided by organization's operating budget
Insurance	0.00	0.00	Provided by organization's operating budget
Direct youth costs (learning supplies, learning software, programs, games, food, etc)	0.00	0.00	Provided by organization's operating budget
Field Trips	0.00	0.00	Provided by organization's operating budget
Professional Fees/Enhancement partners	0.00	0.00	Provided by organization's operating budget
Other Non-Personnel	0.00	0.00	Provided by organization's operating budget
Indirect Cost	0.00	0.00	Provided by organization's operating budget
Total Non-personnel	0.00	0.00	
Summer sub-total	3,200.00	0.00	
TOTAL	12,686.40	0.00	
RECIPIENT			
AUTHORIZED SIGNATURE:			
TITLE	Executive Director		
DATE	5 15 2022		

NAZA-funded Program Sites for 2022-2023


Name of the Organization: From the Heart International Education Foundation

Days a Week of Afterschool Program: 4

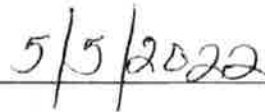
Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>FYI: Community based sites will only receive transportation from schools to program location</i>
Ex: Baldwin Middle School, 19 Church St, Nashville, TN 37217	15	Yes
Liberty Collegiate Academy 3515 Gallatin Pike Nashville, TN	7	No
Total Number of Students		

If applicable, provide Summer Programming information

Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame
Ex: Baldwin Middle School, 19 Church St, Nashville, TN 37217	15	8:30am – 3:30pm
Tennessee State University Strange Music Building 3500 John Merritt Blvd. Nashville, TN. 37209	10	7:30 am – 2:30 pm
Total Number of Students	17	



Authorized Officer Signature



Date

**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 Friday (minimum 4 days per week) during the fall semester (September 6, 2022 to December 9, 2022) and spring semester (January 9 to May 4, 2023), 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 start July 11th-22nd, 2022 and June 12th-23rd, 2023

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 be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g. physical activity, team games with rules, etc.) that support team and relationship building.

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:

Grant contract between the Metropolitan Government of Nashville and Davidson County and, Global Outreach Developments International, Contract # _____ May 11, 2022

1. RS **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. RS **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 and follow current CDC guidelines for programming.

3. RS **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.

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

6) RS **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) RS **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth-led events during the 2022-2023 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) RS **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, Global Outreach Developments International, Contract # _____ May 11, 2022

9) RS **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) RS **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.

11) RS **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA** before, will only be required to retake the training/s every 3 years after completion.

12) RS **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 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 both (or single) assessment/s.

Grant contract between the Metropolitan Government of Nashville and Davidson County and, Global Outreach Developments International, Contract # _____ May 11, 2022

- 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. 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, the Recipient is 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) The Recipient is required to administer YPQI's **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.
- h) The Recipient is 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) The Recipient 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.
- j) 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.

13) RS **Youth Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.

14) RS **Staff Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.

14) RS **Manager Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.

14) RS **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and, Global Outreach Developments International, Contract # _____ May 11, 2022

- 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. 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.
- Receive documented permission from school administration to provide services to youth in their school (e.g. email, commitment letter).
- Meet the 2022-2023 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.

Additionally, enrollment forms must be fully completed. Forms should include legitimate first and last names of legal guardians and emergency contacts, youth and accurate addresses, phone numbers, e-mails and medical information (as needed).

In summary, the Recipient will commit to the following:

Grant contract between the Metropolitan Government of Nashville and Davidson County and, Global Outreach Developments International, Contract # _____ May 11, 2022

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 youths the Agency projected to serve for the 2022-2023 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 Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services as per NAZA centralized guidance.
- 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 July 1, 2022 and ending on June 30, 2023. **Programs offering only afterschool programming, may charge their expenses to NAZA between August 1, 2022 and May 30, 2023.**

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed \$162,964.00 (99 slots for afterschool, 30 slots for summer and transportation) The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan 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, Global Outreach Developments International, Contract # _____ May 11, 2022

- 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 Spending Plan 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.

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 of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 15th, 2023. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2022-2023 school year will be processed after June 30th.

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 a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and, Global Outreach Developments International, Contract # _____ May 11, 2022

The expenditure reports format is shown on Annex 2 attached to this contract. The semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 15th, 2023

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 June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 15th, 2023

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 (see budget guidance for the list of unallowable costs).
- 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 Spending Plan.
- 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and, Global Outreach Developments International, Contract # _____ May 11, 2022

- 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.** 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. 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

Grant contract between the Metropolitan Government of Nashville and Davidson County and, Global Outreach Developments International, Contract # _____ May 11, 2022

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 Metro 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. **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.12. **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.10.1 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.10.2 General Liability Insurance

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

D.10.3 Automobile Liability Insurance

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

D.10.4 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.10.5 Sexual Molestation and Abuse Insurance

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

D.10.6 Such insurance shall:

Grant contract between the Metropolitan Government of Nashville and Davidson County and, Global Outreach Developments International, Contract # _____ May 11, 2022

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.10.7

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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and, Global Outreach Developments International, Contract # _____ May 11, 2022

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.11. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.

D.12. **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.13. **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.14. **Force Majeure.** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.15. **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.

D.16. **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and, Global Outreach Developments International, Contract # _____ May 11, 2022

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.17. **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.18. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.19. **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. 20. **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.21. **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and, Global Outreach Developments International, Contract # _____ May 11, 2022

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.22. **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 Operations Manager
615 Church Street
Nashville, TN 37219
(615) 862-5800 Ext. 25796

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

Recipient

Rosemary Sherrod, Director of Community Services

Grantee Vendor: Global Outreach developments International
Address: 401 Center St
Old Hickory, TN 37138
Phone : 615-832-2470

- D.23. **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and, Global Outreach Developments International, Contract # _____ May 11, 2022

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.24. **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 2 – Expenditure Report Template

Annex 3 – Budget

Annex 4 – Minimum Standards for NAZA funding


Annex 5 – Partner Data-Sharing Sub-Agreement

Annex 6 – Performance Indicators

Annex 7 – Enrollment form

Annex 8 – Program site/s

NASHVILLE PUBLIC LIBRARY


Library Director

Grant contract between the Metropolitan Government of Nashville and Davidson County and,
Global Outreach Developments International, Contract # May 11, 2022

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY;

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Ray
Director of Finance *TR*

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: Global Outreach Developments
International

By *G. Ladd*
Name: *Gabrielle Ladd*
Title: *Accountant*

Sworn to and subscribed to before me a Notary
Public, this 11 day of May, 2022.

Notary Public.




My Commission expires *Sept 8, 2023*

**Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA
Funds For FY 2023 Program**

ORGANIZATION NAME	GOD INTL		CONTRACT # (Office Use):
PROGRAM NAME	CASE After-School		START DATE:
ADDRESS	401 Center St		END DATE:
CITY, STATE & ZIP	Old Hickory TN, 37138		CONTACT PERSON
FEDERAL ID # (EIN)	20-0238931		CONTACT TELEPHONE (615)

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 09/06/2022 Per slot rate for afterschool is \$1,232
Salaries and Wages	92,924.00		Program Director \$16.00/15 hrs wk - 36 weeks \$8,640 Program Administrator \$16.00/28 hrs wk - 38 w
Benefits and Taxes	7,108.69		4 site coordinators: \$16 hr(avg)/15 hrs week-31 weeks \$29760, 5 lead tutors: \$15 hr/12 hrs. Week - 31 (7.65% of \$92,924)
Total Personnel Expenses	100,032.69		
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.)	17,196.80		\$50.5 /per youth for 99 youth
Afterschool/summer transportation	0.00		Daily rate, number of days separated by afterschool and
Field Trips	1,700.00		\$42.50 per 40 youth (our average number of participants on field trips) for 1 field trip OR \$21.25 per 40 youth for two field trips in the school year.
Professional Fees/Enhancement partners	1,500.00		Any contracted services, including external enhancement partners- cost per contract or per hour/class
Other Non-Personnel	1,000.00		(background checks, CPR training, in-house training, volunteer appreciation, partnership appreciation (MNPS school staff, etc).
Indirect Cost	12,735.31		See cost allocation plan
Total Non-personnel	34,132.11		
Afterschool sub-total	134,164.80		

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
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 for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.
Salaries and Wages	19,300.00	0.00	Program Director \$15.00/40hrs/6wks\$3,600, Program Administrator \$15.00/40hrs/6wks \$3,600, Site Coordinator \$14.00/35hrs/5wks \$2,450=Total Salaries\$9,650 for both summers.
Benefits and Taxes	1,476.45	0.00	(7.65% tax 3 personnel for 2 summers)
Total Personnel Expenses	20,776.45	0.00	
Office Supplies	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Communications	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Postage and Shipping	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Occupancy	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Equipment Rental and Maintenance	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Printing and Publications	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Travel/Conferences & Meetings	0.00	0.00	Milage, parking and other travel unit cost and unit number
Insurance	0.00	0.00	Unit cost or % of total cost charged to this grant
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	3,000.00	0.00	(\$100 per youth over 4 weeks total. 2 weeks in July 2022 and 2 weeks in June 2023 for a total of 30 youth)
Field Trips	1,000.00	0.00	(~\$33/youth for 2 field trips spread over July 2022 and June 2023 for a total of 30 youth)
Professional Fees/Enhancement partners	723.55	0.00	(4 contracts @\$90.38 each per summer totaling 8 contracts over the 2 summers (July 2022 and June 2023)
Other Non-Personnel	0.00	0.00	
Indirect Cost	3,300.00	0.00	(See cost allocation plan attached)
Total Non-personnel	8,023.55	0.00	
Summer sub-total	28,800.00	0.00	
TOTAL	162,964.80	0.00	
RECIPIENT			
AUTHORIZED SIGNATURE:			
TITLE	Director of Community Service		
DATE	05 / 10 / 2022		

NAZA-funded Program Sites for 2022-2023

Name of the Organization _____ Global Outreach Developments International _____

Days a Week of Afterschool Program: 4 or 5

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>FYI: Community based sites will only receive transportation from schools to program location</i>
Ex: Baldwin Middle School, 19 Church St, Nashville, TN 37217	15	Yes
Donelson Middle School 110 Stewards Ferry Pike Nashville, TN 37214	24	Yes
DuPont Hadley Middle School 1901 Old Hickory Blvd Old Hickory TN 37138	20	Yes
LEAD Neely's Bend 1251 Neely's Bend Rd. Madison, TN 37115	20	Yes
DuPont Tyler Middle School 431 Tyler Dr. Hermitage, TN 37076	24	Yes
Total Number of Students	88	

If applicable, provide Summer Programming information

Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame
Ex: Baldwin Middle School, 19 Church St, Nashville, TN 37217	15	8:30am – 3:30pm
Global Outreach Developments International 401 Center St., Old Hickory, TN 37138	15	9:00am-3:00pm
Total Number of Students	15	



5/10/2022

Authorized Officer Signature

Date

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
In Full 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 In Full 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 Friday (minimum 4 days per week) during the fall semester (September 6, 2022 to December 9, 2022) and spring semester (January 9 to May 4, 2023), 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 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 be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g. physical activity, team games with rules, etc.) that support team and relationship building.

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and In Full Motion, Inc, Contract # _____ May 10, 2022

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

1. CF **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. CF **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 and follow current CDC guidelines for programming.

3. CF **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.

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

6) CF **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) CF **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth-led events during the 2022-2023 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and In Full Motion, Inc, Contract # _____ May 10, 2022

8) *cf* **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) *cf* **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) *cf* **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.

11) *cf* **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA** before, will only be required to retake the training/s every 3 years after completion.

12) *cf* **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:

Grant contract between the Metropolitan Government of Nashville and Davidson County and In Full Motion, Inc, Contract # _____ May 10, 2022

- a) **A Baseline 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 both (or single) assessment/s.
 - 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. 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, the Recipient is 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) The Recipient is 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) The Recipient is 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) The Recipient 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.
 - j) 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.
- 13) CF **Youth Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.
- 14) CF **Staff Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.
- 14) CF **Manager Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.
- 14) CF **Compliance with MNPS Requirements:** Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability

Grant contract between the Metropolitan Government of Nashville and Davidson County and In Full Motion, Inc, Contract # _____ May 10, 2022

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. 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.
- Receive documented permission from school administration to provide services to youth in their school (e.g. email, commitment letter).
- Meet the 2022-2023 Performance Indicators specific to the Recipient (**see Annex 6**).

Grant contract between the Metropolitan Government of Nashville and Davidson County and In Full Motion, Inc, Contract # _____ May 10, 2022

- 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.

Additionally, enrollment forms must be fully completed. Forms should include legitimate first and last names of legal guardians and emergency contacts, youth and accurate addresses, phone numbers, e-mails and medical information (as needed).

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 youths the Agency projected to serve for the 2022-2023 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 Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services as per NAZA centralized guidance.
- 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:

Grant contract between the Metropolitan Government of Nashville and Davidson County and In Full Motion, Inc, Contract # _____ May 10, 2022

B.1. **Grant Contract Term.** The term of this Grant will be July 1, 2022, and ending on June 30, 2023. **Programs offering only afterschool programming, may charge their expenses to NAZA between August 1, 2022 and May 30, 2023.**

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed \$73,180.80 (54 slots for afterschool) The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan 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 Spending Plan 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.

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 of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 15th, 2023. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2022-2023 school year will be processed after June 30th.

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and In Full Motion, Inc, Contract # _____ May 10, 2022

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 a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice 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 semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 15th, 2023

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 June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 15th, 2023

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 (see budget guidance for the list of unallowable costs).

Grant contract between the Metropolitan Government of Nashville and Davidson County and In Full Motion, Inc, Contract # _____ May 10, 2022

- 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 Spending Plan.
- 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.** 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. 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

Grant contract between the Metropolitan Government of Nashville and Davidson County and In Full Motion, Inc, Contract # _____ May 10, 2022

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 Metro 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. **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.12. **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.10.1 Proof of Insurance.

Grant contract between the Metropolitan Government of Nashville and Davidson County and In Full Motion, Inc, Contract # _____ May 10, 2022

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.10.2 General Liability Insurance

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

D.10.3 Automobile Liability Insurance

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

D.10.4 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.10.5 Sexual Molestation and Abuse Insurance

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

D.10.6 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 officials, officers, 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.10.7

Grant contract between the Metropolitan Government of Nashville and Davidson County and In Full Motion, Inc, Contract # _____ May 10, 2022

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.11. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.12. **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.13. **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and In Full Motion, Inc, Contract # _____ May 10, 2022

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.14. **Force Majeure.** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. **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.
- D.16. **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.17. **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.18. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.19. **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and In Full Motion, Inc, Contract # _____ May 10, 2022

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. 20. **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.21. **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.22. **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 Operations Manager
615 Church Street
Nashville, TN 37219
615-862-5800 Ext. 25796

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

Recipient

Cynthia Fitzgerald, Executive Director

Grant contract between the Metropolitan Government of Nashville and Davidson County and In Full Motion, Inc, Contract # _____ May 10, 2022

Grantee Vendor: In Full Motion, Inc.
Address: 1 Vantage Way, Suite # E110
Nashville, TN 37228
Phone : 615-254-6800

- D.23. **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.24. **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 form |
| <u>Annex 4</u> – Minimum Standards for NAZA funding | <u>Annex 8</u> – Program site/s |

NASHVILLE PUBLIC LIBRARY

Jason L. Dyer
Library Director

THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Haney
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: In Full Motion, Inc.

By: *Cynthia W. Fitzgerald*

Name: *Cynthia W. Fitzgerald*
Title: *Executive Director*

Sworn to and subscribed to before me a Notary Public,
this 10 day of May, 2022

Notary Public



Latonya E. Bell-Fitts

My Commission expires 11-3-2025

Metropolitan Government of Nashville and Davidson County/Nashville Public Library

NAZA Funds for FY 2023

ANNUAL BUDGET

ORGANIZATION NAME	In Full Motion, Inc.	CONTRACT # (Office Use):	
PROGRAM NAME	In Full Motion, Inc.	START DATE:	7/1/2022
ADDRESS	P.O. Box 70270	END DATE:	6/30/2023
CITY, STATE & ZIP	Nashville, TN 37207	CONTACT PERSON	Cynthia Fitzgerald, Exec. Director
FEDERAL ID # (EIN)	#203543271	CONTACT TELEPHONE	(615) 254-6800

THE TOTAL REQUESTED BUDGET CAN NOT EXCEED THE PROPOSED NUMBER OF YOUTH X \$1,232

COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DETAILS
Salaries and Wages	57,120.00	Program director is paid \$35 per hour and will spend 12 hours per week for 28 weeks on NAZA; 3 Site coordinators (Teachers) paid \$30 per hour and will spend 2.5 hours a day for 4 days a week for 28 weeks; 3 admin/TA paid \$18 per hour for 10 hours per week for 2.5 hours per day for 28 weeks.
Benefits and Taxes	0.00	Types of benefits, rates and number of staff, whose benefits are charged to this grant
Total Personnel Expenses	57,120.00	
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.)	11,560.80	Includes supplies, additional learning materials, field trips, student rewards, ACT/Aspire software/workbooks and SEL workbooks and parent training meetings.
Field Trips	0.00	Per youth average cost or cost per trip and estimated number of youth participating
Professional Fees/Enhancement partners	4,500.00	20 fee based Enhancement Partner visits, each with an average contract of \$400 per week - 3 sites.
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.
Total Non-personnel	16,060.80	
TOTAL	73,180.80	

RECIPIENT AUTHORIZED SIGNATURE:

Cynthia Fitzgerald

TITLE: Executive Director

In Full Motion, Inc.

DATE: 5/09/2022

NAZA-funded Program Sites for 2022-2023

Name of the Organization: In Full Motion, Inc.

Days a Week of Afterschool Program: 4 Days – (Monday – Thursday)

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>FYI: Community based sites will only receive transportation from schools to program location</i>
Jere Baxter Middle School 350 Hart Lane Nashville, TN 37207	18	Yes
McKissack Middle School 915 38 th Avenue North Nashville, TN 37209	18	Yes
East End Prep Middle School 1460 McGavock Pike Nashville, TN 37216	18	Yes
Total Number of Students	54	

Cynthia Fitzgerald, Executive Director

5/09/2022

Authorized Officer Signature

Date

**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 Friday (minimum 4 days per week) during the fall semester (September 6, 2022 to December 9, 2022) and spring semester (January 9 to May 4, 2023), 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 start June 5th-30th, 2023

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 be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g. physical activity, team games with rules, etc.) that support team and relationship building.

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Martha O'Bryan Center, Contract # _____ May 4, 2022

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 and follow current CDC guidelines 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.
- 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.

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 2022-2023 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Martha O'Bryan Center, Contract # _____ May 4, 2022

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 **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.

11) KM **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA before,** will only be required to retake the training/s every 3 years after completion.

12) 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:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Martha O'Bryan Center, Contract # _____ May 4, 2022

- a) **A Baseline 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 both (or single) assessment/s.
 - 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. 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, the Recipient is 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) The Recipient is required to administer YPQI's **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.
 - h) The Recipient is 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) The Recipient 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.
 - j) 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.
- 13) 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.
- 14) KM **Staff Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.
- 14) KM **Manager Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.
- 14) KM **Compliance with MNPS Requirements**: Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability

Grant contract between the Metropolitan Government of Nashville and Davidson County and Martha O'Bryan Center, Contract # _____ May 4, 2022

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. 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.
- Receive documented permission from school administration to provide services to youth in their school (e. g. email, commitment letter).
- Meet the 2022-2023 Performance Indicators specific to the Recipient (see Annex 6).

Grant contract between the Metropolitan Government of Nashville and Davidson County and Martha O'Bryan Center, Contract # _____ May 4, 2022

- 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.

Additionally, enrollment forms must be fully completed. Forms should include legitimate first and last names of legal guardians and emergency contacts, youth and accurate addresses, phone numbers, e-mails and medical information (as needed).

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 youths the Agency projected to serve for the 2022-2023 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 Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services as per NAZA centralized guidance.
- 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:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Martha O'Bryan Center, Contract # _____ May 4, 2022

B.1. **Grant Contract Term.** The term of this Grant will be July 1, 2022, and ending on June 30, 2023. **Programs offering only afterschool programming, may charge their expenses to NAZA between August 1,2022 and May 30, 2023.**

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed \$360,640.00 (200 slots for afterschool and 70 for summer) The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan 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 Spending Plan 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.

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 of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 15th, 2023. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2022-2023 school year will be processed after June 30th.

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Martha O'Bryan Center, Contract # _____ May 4, 2022

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 a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice 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 semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 15th, 2023

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 June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 15th, 2023

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 (see budget guidance for the list of unallowable costs).

Grant contract between the Metropolitan Government of Nashville and Davidson County and Martha O'Bryan Center, Contract # _____ May 4, 2022

- 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 Spending Plan.
- 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.** 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. 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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Martha O'Bryan Center, Contract # _____ May 4, 2022

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 Metro 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. **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.12. **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.10.1 Proof of Insurance.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Martha O'Bryan Center, Contract # _____, May 4, 2022

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.10.2 General Liability Insurance

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

D.10.3 Automobile Liability Insurance

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

D.10.4 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.10.5 Sexual Molestation and Abuse Insurance

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

D.10.6 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.10.7

Grant contract between the Metropolitan Government of Nashville and Davidson County and Martha O'Bryan Center, Contract # _____ May 4, 2022

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.11. Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.12. 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.13. 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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Martha O'Bryan Center, Contract # _____ May 4, 2022

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.14. **Force Majeure.** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. **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.
- D.16. **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.17. **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.18. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.19. **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Martha O'Bryan Center, Contract # _____ May 4, 2022

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. 20. **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.21. **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.22. **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 Operations Manager
615 Church Street
Nashville, TN 37219
615-862-5800 Ext. 25796

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

Recipient

Kent Miller, COO

Grant contract between the Metropolitan Government of Nashville and Davidson County and Martha O'Bryan Center, Contract # _____ May 4, 2022

Grantee Vendor: Martha O'Bryan Center
Address: 711 South 7th Street
Nashville, TN 37206
Phone : 615-254-1791

D.23. 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.24. 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 form |
| <u>Annex 4</u> – Minimum Standards for NAZA funding | <u>Annex 8</u> – Program site/s |

NASHVILLE PUBLIC LIBRARY

Alicia L. Dwyer
Library Director

THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Miller
Director of Finance *TK*

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: Martha O'Bryan Center

By: *Kent Miller*

Name: *Kent Miller*
Title: *COO*

Sworn to and subscribed to before me a Notary Public,
this 9th day of May, 2022

Notary Public

Kenneth L SaeFKow



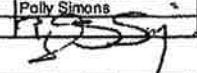
My Commission expires 03/03/2025

**Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA
Funds For FY 2023 Program**

ORGANIZATION NAME	Martha O' Bryan Center	CONTRACT # (Office Use):	
PROGRAM NAME	K-8/ASU's	START DATE:	7/1/22
ADDRESS	711 S 7th St	END DATE:	6/30/23
CITY, STATE & ZIP	Nashville, TN 37206	CONTACT PERSON	Polly Simons
FEDERAL ID # (EIN)		62-0477728	(615) 254 - 1791

COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DETAILS
After-School Programs		After-school program starts 09/06/2022 Per-student rate for afterschool is \$1,232 (Programming 5 days per week)
Salaries and Wages	138,774.00	Coordinator Explore 15% (\$5,200), Site Coordinator Tom Joy 10% (\$3,466.67), Site Coordinator Wamer 10% (\$3,466.67), Site Coordinator MOBC 10% (\$3,466.67), Sr Director K-8 10% (\$6,066.69), Sr Director ASU 15% (\$10,530), Program Director K-8 10% (\$6,066.69), 7 part-time tutors 100% (\$70,200), 1 part-time tutor 50% (\$6,480), (8 other tutors charged 100% to other sources)
Benefits and Taxes	26,594.00	Site Coordinator Stratford 35%, Site Coordinator Litton 35%, Site Coordinator Explore 15%, Site Coordinator Tom Joy 10%, Site Coordinator Wamer 10%, Site Coordinator MOBC 10%, Sr Director K-8 10%, Sr Director ASU 10%, Program Director K-8 10%, 7 part-time tutors 100%, 1 part-time tutor 50%, (8 other part-time tutors charged 100% to other sources)
Total Personnel Expenses	165,368.00	
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	17,500.00	15% of monthly IT maintenance contract, printer/copier contract, telephone systems contract (these are not a part of our indirect cost allocations)
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	2,500.00	4.5% (Agency insurance cost for direct staff: \$55,290)
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	44,640.00	\$100 per youth (student recruitment items, books, program materials, food, STEAM materials, civility materials, attendance incentives, positive behavior incentives, academic software)
Afterschool/summer transportation	0.00	Daily rate, number of days separated by afterschool and summer (if applicable)
Field Trips	4,392.00	\$21.96 per youth
Professional Fees/Enhancement partners	12,000.00	120 sessions at \$100 per session (dance, STEAM, health/wellness activities, etc...)
Other Non-Personnel	0.00	Anything else that is part of programming cost but is not listed
Indirect Cost	24,640.00	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	105,672.00	
Afterschool sub-total	271,040.00	

Summer Programs		Summer program funded in this cycle is July 1-31, 2022 and June 1-30, 2023 Per-student 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. Summer programming for 4 weeks (June 5-June 30, 2023) 5 days per week, 8 hours per day, 70 student slots (40 at Litton, 30 at MOBC).
Salaries and Wages	29,537.00	100% (\$3,466.67), Middle School Transition Coach 75% (\$2,703.99), Site Coordinator Wamer 50% (\$1,733.33), Site Coordinator Tom Joy 50% (\$1,733.33), Site Coordinator Explore 50% (\$1,733.33), Sr Director K-8 50% (\$3,033.34), Program Director K-8 50% (\$2,383.33), Sr Director ASUs 25% (\$1,755), Bus Driver 4 weeks 100% (\$4,000) 7 part-time tutors 100% (\$3,528)
Benefits and Taxes	7,492.00	Percentages for June 2023: Site Coordinator Litton, 100%, Site Coordinator MOBC 100%, Middle School Transition Coach 75%, Site Coordinator Wamer 50%, Site Coordinator Tom Joy 50%, Site Coordinator Explore 50%, Sr Director K-8 50%, Program Director K-8 50, 7 part-time tutors 100%
Total Personnel Expenses	37,029.00	
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	1,750.00	15% of monthly IT maintenance contract, printer/copier contract, telephone systems contract (these are not a part of our indirect cost allocations)
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	250.00	4.5% of agency monthly cost charged to grant
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	15,000.00	\$214.28 per youth
Afterschool/summer transportation	3,425.00	100% of gas and bus maintenance costs for June 2023
Field Trips	8,186.00	\$116.94 per youth
Professional Fees/Enhancement partners	15,000.00	100 sessions at \$150 per session
Other Non-Personnel	0.00	Anything else that is part of programming cost but is not listed
Indirect Cost	8,960.00	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	52,571.00	
Summer sub-total	89,600.00	

RECIPIENT	Polly Simons	
AUTHORIZED SIGNATURE:		
TITLE	Accounting Manager	
DATE	5/5/22	

NAZA-funded Program Sites for 2022-2023

Name of the Organization: Martha O'Bryan Center

Days a Week of Afterschool Program: X 4 (MOBC & Explore Sites) or X 5 (All other sites)

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>FYI: Community based sites will only receive transportation from schools to program location</i>
Stratford Middle School 1800 Stratford Ave, Nashville, TN 37216	60	Yes
Isaac Litton Middle School, 4601 Hedgewood Drive, Nashville, TN 37216	60	No
Explore! Community School 707 S 7 th St, Nashville, TN 37206	35	No
Martha O'Bryan Center 711 S 7 th St, Nashville, TN 37206	15	No
Tom Joy Elementary School 2201 Jones Ave, Nashville, TN 37207	15	No
Warner Elementary School 626 Russell St, Nashville, TN 37206	15	No
Total Number of Students	200	

If applicable, provide Summer Programming information

Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame
Isaac Litton Middle School, 4601 Hedgewood Drive, Nashville, TN 37216	40	9:00 am – 5:00 pm
Martha O'Bryan Center 711 S 7 th St, Nashville, TN 37206	30	9:00 am-5:00 pm
Total Number of Students	70	

Chelsea Dym

5/5/22

Authorized Officer Signature

Date

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
Moves and Grooves 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 Moves and Grooves 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 Friday (minimum 4 days per week) during the fall semester (September 6, 2022, to December 9, 2022) and spring semester (January 9 to May 4, 2023), 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 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 be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g., arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g., physical activity, team games with rules, etc.) that support team and relationship building.

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Moves and Grooves INC, Contract # _____ May 4, 2022

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

1) *EH* **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) *EH* **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 and follow current CDC guidelines for programming.

3) *EH* **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.

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

6) *EH* **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) *EH* **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth-led events during the 2022-2023 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Moves and Grooves INC, Contract # _____ May 4, 2022

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) **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.

11) **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: the **NAZA Essential Operations training and Introduction to Positive Youth Development training**. Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training**. YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA before** will only be required to retake the training/s every 3 years after completion.


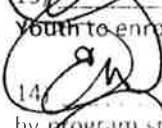
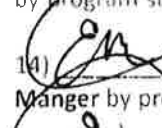

12) **Evaluation Tools:**

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:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Moves and Grooves INC, Contract # _____ May 4, 2022

- a) **A Baseline 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 both (or single) assessment/s.
- 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. 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, the Recipient is 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) The Recipient is 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) The Recipient is 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) The Recipient 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.
- jj) 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.

13) 
14) 
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14) 

- 13) **Youth Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.
- 14) **Staff Survey:** Recipient is required to administer a one time **Leading Indicator Survey, Staff** by program staff the spring semester.
- 14) **Manager Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.
- 14) **Compliance with MNPS Requirements:** Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability

Grant contract between the Metropolitan Government of Nashville and Davidson County and Moves and Grooves INC, Contract # _____ May 4, 2022

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. 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.
- Receive documented permission from school administration to provide services to youth in their school (e. g. email, commitment letter).
- Meet the 2022-2023 Performance Indicators specific to the Recipient (see Annex 6).

Grant contract between the Metropolitan Government of Nashville and Davidson County and Moves and Grooves INC, Contract # _____ May 4, 2022

- 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.

Additionally, enrollment forms must be fully completed. Forms should include legitimate first and last names of legal guardians and emergency contacts, youth and accurate addresses, phone numbers, e-mails and medical information (as needed).

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 youths the Agency projected to serve for the 2022-2023 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 Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services as per NAZA centralized guidance.

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:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Moves and Grooves INC, Contract # _____ May 4, 2022

B.1. **Grant Contract Term.** The term of this Grant will be July 1, 2022 and ending on June 30, 2023. **Programs offering only afterschool programming, may charge their expenses to NAZA between August 1,2022 and May 30, 2023.**

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed \$65,049.60 (48 slots for afterschool) The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan 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 Spending Plan 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.

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 of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 15th, 2023. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2022-2023 school year will be processed after June 30th.

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Moves and Grooves INC, Contract # _____ May 4, 2022

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 a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice 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 semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 15th, 2023

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 June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 15th, 2023

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 (see budget guidance for the list of unallowable costs).

Grant contract between the Metropolitan Government of Nashville and Davidson County and Moves and Grooves INC, Contract # _____, May 4, 2022

- 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 Spending Plan.
- 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.** 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. 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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Moves and Grooves INC, Contract # _____ May 4, 2022

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 Metro 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. **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.12. **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.10.1 Proof of Insurance.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Moves and Grooves INC, Contract # _____ May 4, 2022

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.10.2 General Liability Insurance

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

D.10.3 Automobile Liability Insurance

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

D.10.4 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.10.5 Sexual Molestation and Abuse Insurance

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

D.10.6 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.10.7

Grant contract between the Metropolitan Government of Nashville and Davidson County and Moves and Grooves INC, Contract # _____ May 4, 2022

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/Employer's 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.11. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.

D.12. **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.13. **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Moves and Grooves INC, Contract # _____ May 4, 2022

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.14. **Force Majeure.** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. **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.
- D.16. **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.17. **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.18. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.19. **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Moves and Grooves INC, Contract # _____ May 4, 2022

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. 20. **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.21. **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.22. **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 Operations Manager
615 Church Street
Nashville, TN 37219
615-862-5800 Ext. 25796

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

Recipient
Dr. Emerald Mitchell

Grant contract between the Metropolitan Government of Nashville and Davidson County and Moves and Grooves INC, Contract # _____ May 4, 2022

Grantee Vendor: Moves and Grooves INC
Address: 2275 Murfreesboro Pike, Suite 101
Nashville, TN 37217
Phone : 615-953-1363

D.23. **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.24. **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 form

Annex 4 – Minimum Standards for NAZA funding

Annex 8 – Program site/s

NASHVILLE PUBLIC LIBRARY

Lucas L. Dyer
Library Director

THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Harty
Director of Finance *TH*

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: Moves and Grooves INC

By: *[Signature]*
Name: *Emerald Mitchell*
Title: *Executive Director*

Sworn to and subscribed to before me a Notary Public,
this *5th* day of *July*, 202*2*

Notary Public
[Signature]

My Commission expires *09/06/2022*

Metropolitan Government of Nashville and
Func

ORGANIZATION NAME	Moves and Grooves, Inc.
PROGRAM NAME	Moves and Grooves, Inc.
ADDRESS	275 Murfreesboro Pike, Ste 10
CITY, STATE & ZIP	Nashville, TN 37217
FEDERAL ID # (EIN)	68-0516440

COST CATEGORIES	TOTAL BUDGET REQUEST
After-School Programs	
Salaries and Wages	32,620.00
Benefits and Taxes	0.00
Total Personnel Expenses	32,620.00
Office Supplies	840.00
Communications	1,820.00
Postage and Shipping	
Occupancy	
Equipment Rental and Maintenance	0.00
Printing and Publications	
Travel/Conferences & Meetings	0.00
Insurance	1,156.00
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	8,613.60
Afterschool/summer transportation	0.00
Field Trips	0.00
Professional Fees/Enhancement partners	0.00
Transportation	20,000.00
Other Non-Personnel	0.00
Indirect Cost	0.00
Total Non-personnel	32,429.60
Afterschool sub-total	65,049.60

Summer Programs	
Salaries and Wages	0.00
Benefits and Taxes	0.00
Total Personnel Expenses	0.00
Office Supplies	0.00
Communications	0.00
Postage and Shipping	0.00
Occupancy	0.00
Equipment Rental and Maintenance	0.00
Printing and Publications	0.00
Travel/Conferences & Meetings	0.00
Insurance	0.00
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	0.00
Field Trips	0.00
Professional Fees/Enhancement partners	0.00
Other Non-Personnel	0.00
Indirect Cost	0.00
Total Non-personnel	0.00
Summer sub-total	0.00
TOTAL	65,049.60
RECIPIENT	
AUTHORIZED SIGNATURE:	
TITLE	
DATE	

**Davidson County/Nashville Public Library/ NAZA
Is For FY 2023 Program**

CONTRACT # (Office Use):	
START DATE:	7/1/2022
END DATE:	6/30/2023
CONTACT PERSON	Lori Lloyd Belton
CONTACT TELEPHONE	615-953-1363

BUDGET EXPLANATION/DETAILS

**After-school program starts 09/06/2022 | Per slot rate
for afterschool is \$1,232**

	hourly	# site h	# of wks	# of staff	Total	Bill to NAZA
Site Coordnr (\$15-25/hr)	\$ 20.00	14	28	4	\$ 31,360.00	\$ 15,680.00
Site Coordinator_AMS	\$ 20.00	14	28	2	\$ 15,680.00	\$ 15,680.00
Youth Workers /Dance (12-1	\$ 15.00	3	28	1	\$ 1,260.00	\$ 1,260.00
Total Personnel Costs						\$ 32,620.00

Types of benefits, rates and number of staff, whose benefits are charged to this grant

Office supplies: \$300/mo * 7 months = \$2100 --- NAZA Grant charged 40% for \$840

Communication to community/students via Social Media and/or newsletters: \$650/mo * 7 months = \$4550 --- NAZA Grant charged 40% for \$1820

Estimated unit number and unit cost or % of total cost charged to this grant

Milage, parking and other travel unit cost and unit number

Liability Total costs \$6000 --- 40% max charged to NAZA Grant for \$2400

Per avg cost \$250 for 48 students = \$12,000 (direct youth supplies, food, games, site supplies). Charge Grant at 40%, up to \$4800

Daily rate, number of days separated by afterschool and summer (if applicable)

Per youth average cost or cost per trip and estimated number of youth participating

Any contracted services, including external enhancement partners- cost per contract or per

Third party transportation of students from school to home. \$7000/month for 7 months= \$49,000 --NAZA Grant charged \$19,600

Anything else that is part of programming cost but is not listed

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.

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 for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.

Number of staff x Number of hours and hourly rate charged to this grant or percentage of salary
Types of benefits, rates and number of staff, whose benefits are charged to this grant

Estimated unit number and unit cost or % of total cost charged to this grant

Estimated unit number and unit cost or % of total cost charged to this grant

Estimated unit number and unit cost or % of total cost charged to this grant

Estimated unit number and unit cost or % of total cost charged to this grant

Estimated unit number and unit cost or % of total cost charged to this grant

Estimated unit number and unit cost or % of total cost charged to this grant

Milage, parking and other travel unit cost and unit number

Unit cost or % of total cost charged to this grant

Per youth average cost or cost per purchase type

Per youth average cost or cost per trip and estimated number of youth participating

Any contracted services, including external enhancement partners- cost per contract or per

Anything else that is part of programming cost but is not listed

Partners can choose to budget either separate line items above or request an indirect cost of up

Moves and Grooves, Inc.

Heath

Business Director

5/9/2022

NAZA-funded Program Sites for 2022-2023

Name of the Organization Moves and Grooves

Days a Week of Afterschool Program: 4 or 5

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site.	Transportation needed for site? (Yes or No) <i>FYI: Community based sites will only receive transportation from schools to program location</i>
Ex: Baldwin Middle School, 19 Church St, Nashville, TN 37217	15	Yes
Apollo Middle School 631 Richards Rd. Antioch TN 37013	8	Yes
Antioch Antioch Middle School 5050 Blue Hole Rd Antioch TN 37013	20	Yes
Margaret Allen Middle School 500 Spence Ln, Nashville TN 37210	20	Yes
Total Number of Students	48	

Provide summer programming information

Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame
Ex: Baldwin Middle School, 19 Church St, Nashville, TN 37217	15	8:30am – 3:30pm
Total Number of Students		


Authorized Officer Signature

5/19/2022
Date

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nations Ministry Center, Contract # _____ May 9, 2022

**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 Friday (minimum 4 days per week) during the fall semester (September 6, 2022, to December 9, 2022) and spring semester (January 9 to May 4, 2023), 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 start June 5th to 30th, 2023

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 be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g., arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g., physical activity, team games with rules, etc.) that support team and relationship building.

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nations Ministry Center, Contract # _____ May 9, 2022

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 and follow current CDC guidelines 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.

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.

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 2022-2023 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nations Ministry Center, Contract # _____ May 9, 2022

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 **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.

11) AM **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA before,** will only be required to retake the training/s every 3 years after completion.

12) 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:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nations Ministry Center, Contract # _____ May 9, 2022

- a) **A Baseline 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 both (or single) assessment/s.
 - 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. 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, the Recipient is 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) The Recipient is required to administer YPQI's **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.
 - h) The Recipient is 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) The Recipient 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.
 - j) 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.
- 13) 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.
- 14) AM **Staff Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.
- 14) AM **Manager Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.
- 14) AM **Compliance with MNPS Requirements:** Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nations Ministry Center, Contract # _____ May 9, 2022

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. 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.
- Receive documented permission from school administration to provide services to youth in their school (e. g. email, commitment letter).

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nations Ministry Center, Contract # _____ May 9, 2022

- Meet the 2022-2023 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.

Additionally, enrollment forms must be fully completed. Forms should include legitimate first and last names of legal guardians and emergency contacts, youth and accurate addresses, phone numbers, e-mails and medical information (as needed).

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 youths the Agency projected to serve for the 2022-2023 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 Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services as per NAZA centralized guidance.
- 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:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nations Ministry Center, Contract # _____ May 9, 2022

B.1. **Grant Contract Term.** The term of this Grant will be July 1, 2022, and ending on June 30, 2023. **Programs offering only afterschool programming, may charge their expenses to NAZA between August 1, 2022 and May 30, 2023.**

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed \$193,371.00 (105 slots for afterschool, 40 slots for summer, and transportation charge) The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan 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 Spending Plan 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.

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 of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 15th, 2023. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No

invoice for 2022-2023 school year will be processed after June 30th.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nations Ministry Center, Contract # _____ May 9, 2022

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 a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice 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 semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 15th, 2023

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 June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 15th, 2023

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nations Ministry Center, Contract # _____ May 9, 2022

- unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed (see budget guidance for the list of unallowable costs).
- 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 Spending Plan.
- 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.** 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. 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nations Ministry Center, Contract # _____ May 9, 2022

- 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 Metro 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. **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.12. **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nations Ministry Center, Contract # _____ May 9, 2022

D.10.1 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.10.2 General Liability Insurance

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

D.10.3 Automobile Liability Insurance

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

D.10.4 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.10.5 Sexual Molestation and Abuse Insurance

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

D.10.6 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 officials, officers, 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nations Ministry Center, Contract # _____ May 9, 2022

D.10.7

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.11. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.12. **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.13. **Indemnification and Hold Harmless.**

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nations Ministry Center, Contract # _____ May 9, 2022

(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.14. **Force Majeure.** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. **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.
- D.16. **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.17. **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.18. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.19. **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nations Ministry Center, Contract # _____ May 9, 2022

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. 20. **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.21. **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.22. **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 Operations Manager
615 Church Street
Nashville, TN 37219
(615) 862-5800 Ext. 25796

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 # _____ May 9, 2022

Recipient
Abby Mosby
Grantee Vendor: Nations Ministry Center
Address: 406 Welshwood Dr
Nashville, TN 37211
Phone : 615-512-0541

- D.23. **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.24. **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 4 – Minimum Standards for NAZA funding

Annex 2 – Expenditure Report Template

Annex 5 – Partner Data-Sharing Sub-Agreement

Annex 3 – Budget

Annex 6 – Performance Indicators

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nations Ministry Center, Contract # _____ May 9, 2022

Annex 7 – Enrollment form

Annex 8 – Program site/s

NASHVILLE PUBLIC LIBRARY

Aaron D. Dyer
Library Director

**THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY:**

APPROVED AS TO AVAILABILITY OF FUNDS:

Kimmy [unclear]
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: *Abby Mosby*

Name: *Abby Mosby*

Title: *Director of Youth Success*

Sworn to and subscribed to before me a Notary Public,
this 9 day of May, 2023

Notary Public




My Commission expires 10/2/2023

**Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA
Funds For FY 2023 Program**

ORGANIZATION NAME	Nations Ministry Center	CONTRACT # (Office Use):	
PROGRAM NAME	Nations Academy	START DATE:	7/1/2022
ADDRESS	406 Welshwood Drive	END DATE:	6/30/2023
CITY, STATE & ZIP	Nashville, TN 37211	CONTACT PERSON	Abby Mosby
FEDERAL ID # (EIN)	55-0898912	CONTACT TELEPHONE	(615) 512-0541

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 09/06/2022 Per slot rate for afterschool is \$1,232
Salaries and Wages	100,257.00	\$ 65,955.00	1 program director at 50% of annual salary (\$54,000) for 9 months 1 salaned site coordinator at 80% of annual salary (\$40,000) for 9 months 2 hourly site coordinators at \$20/hr x 1200 hours 6 program staff at \$17/hr x 651 hours 3 interns at \$10/hr x 218 hours Program will run 4 days a week NAZA is requested to cover 61% of this cost.
Benefits and Taxes	9,017.00	\$ 5,842.35	FICA 7.65% rate for 13 staff, Worker's Comp: 1.29 per \$100 of remuneration for 13 staff NAZA is requested to cover 61% of this cost
Total Personnel Expenses	109,274.00	71,797.35	
Office Supplies	0.00	0.00	This expense is part of the agency's indirect costs
Communications	0.00	0.00	This expense is part of the agency's indirect costs
Postage and Shipping	0.00	0.00	This cost is covered by another funding source
Occupancy	0.00	0.00	This expense is part of the agency's indirect costs
Equipment Rental and Maintenance	0.00	0.00	This cost is covered by another funding source
Printing and Publications	0.00	0.00	This cost is covered by another funding source
Travel/Conferences & Meetings	1,350.00	0.00	2308 miles at a 58.5 cent reimbursement rate
Insurance	0.00	0.00	This expense is part of the agency's indirect costs.
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	18,186.00	4,000.00	\$50 per youth for learning supplies, incentives, games, learning software, food and other direct program costs.
Afterschool/summer transportation	19,075.00	2,500.00	\$175 for 109 days of after-school transportation through Grayline Bus Service at Lead Southeast site
Field Trips	0.00	0.00	This cost is covered by another funding source
Professional Fees/Enhancement partner	550.00	0.00	21 sessions with Small World Yoga - \$550
Other Non-Personnel	0.00	0.00	These expenses are covered by other funding sources.
Indirect Cost	12,936.00	0.00	10% requested to cover agency indirect costs Indirect cost allocation plan is attached
Total Non-personnel	52,097.00	6,500.00	
Afterschool sub-total	161,371.00	78,297.35	

Summer Programs		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)	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 for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.
Salaries and Wages	25,050.00	4,200.00	1 coordinator at \$20/hr x 280 hours. 6 program staff at \$17/hr for 200 hours. Summer program will serve 40 youth and run 5 hours a day 5 days a week for 4 weeks. FICA 7.65% rate for 7 staff. Worker's Comp: 1.29 per \$100 of remuneration for 7 staff
Benefits and Taxes	2,150.00	464.95	
Total Personnel Expenses	27,200.00	4,664.95	
Office Supplies	0.00	0.00	This expense is part of the agency's indirect costs.
Communications	0.00	0.00	This expense is part of the agency's indirect costs.
Postage and Shipping	0.00	0.00	This cost is covered by another funding source.
Occupancy	0.00	0.00	This expense is part of the agency's indirect costs.
Equipment Rental and Maintenance	0.00	0.00	This cost is covered by another funding source.
Printing and Publications	0.00	0.00	This cost is covered by another funding source.
Travel/Conferences & Meetings	0.00	0.00	This expense is covered by other funding sources.
Insurance	0.00	0.00	This expense is part of the agency's indirect costs.
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	1,600.00	1,000.00	\$40 per youth for learning supplies, incentives, games, learning software, food, and other direct program costs.
Field Trips	0.00	1,000.00	This expense is covered by other funding sources.
Professional Fees/Enhancement partners	0.00	0.00	This expense is covered by other funding sources.
Other Non-Personnel	0.00	0.00	These expenses are covered by other funding sources.
Indirect Cost	3,200.00	0.00	10% requested to cover agency indirect costs. Indirect cost allocation plan is attached.
Total Non-personnel	4,800.00	2,000.00	
Summer sub-total	32,000.00	6,664.95	
TOTAL	193,371.00	84,962.30	
RECIPIENT			
AUTHORIZED SIGNATURE:			
TITLE	Director of Youth Success		
DATE	5/9/2022		



Cost Allocation Plan Certification

This is to certify that the Board of Trustees of Nations Ministry Center has adopted a 10% indirect cost rate.

The indirect costs include:

1. the Executive Director's wages, related taxation, and benefits
2. all insurance coverages necessary for the operation of the organization
3. payroll processing costs
4. accounting, audit, and legal fees
5. office supplies
6. maintenance and utilities for administrative office space

All federally unallowable costs have been excluded from allocations.

Signature: Chris Lovingood

Name of Official (printed): Chris Lovingood

Executive Director: Chris Lovingood

Date of Execution: 04/06/2022

Signature:

Name of Official (printed): Michael A. Kobay Jr.

Board Chair: Michael A. Kobay Jr.

Date of Execution: 4-6-22

NAZA-funded Program Sites for 2022-2023

Name of the Organization _____ Nations Ministry Center _____

Days a Week of Afterschool Program: 4 or 5

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>FYI: Community based sites will only receive transportation from schools to program location</i>
McMurray Middle School 520 McMurray Drive Nashville, TN 37211	30	Yes
Lead Southeast Prep 531 Metroplex Drive #100b Nashville, TN 37211	45	Yes
Croft Middle School 482 Elysian Fields Rd Nashville, TN 37211	30	Yes
Total Number of Students	105	

If applicable, provide Summer Programming information

Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame
Hillcrest United Methodist Church 5112 Raywood Lane Nashville, TN 37211	40	Monday-Friday 8:00am – 1:00pm
Total Number of Students	40	


Authorized Officer Signature

5/9/2022
Date

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville International Center for Empowerment, Contract # _____ May 11, 2022

**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 Friday (minimum 4 days per week) during the fall semester (September 6, 2022, to December 9, 2022) and spring semester (January 9 to May 4, 2023), 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 start July 5th-21st, 2022 and June 12th-30th, 2023

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.

- School day supports (reading, homework, etc.)
- Enrichments (e.g., arts education; STEAM engineering challenges, service learning, etc.) that ~~reflect youth voice and choice and have a learning goal~~

Other experiences (e.g., physical activity, team games with rules, etc.) that support team and relationship building.

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville International Center for Empowerment, Contract # _____ May 11, 2022

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

1. PM **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. PM **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 and follow current CDC guidelines for programming.

3. PM **Recruitment and Family Engagement:** Recipient is responsible for recruiting youth to program activities, and engaging in family outreach. Recipient will promote consistent participation/retention levels by contacting each family/youth before programming begins, when ever 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.

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

6) PM **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) PM **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth-led events during the 2022-2023 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville International Center for Empowerment, Contract # _____ May 11, 2022

8) PM **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) PM **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) PM **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.

11) PM **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA** before, will only be required to retake the training/s every 3 years after completion.

12) PM **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:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville International Center for Empowerment, Contract # _____ May 11, 2022

a) A **Baseline 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 both (or single) assessment/s.

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. 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, the Recipient is 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) The Recipient is required to administer YPQI's **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.

h) The Recipient is 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) The Recipient 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.

j) 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.

13) PM **Youth Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.

14) PM **Staff Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.

14) PM **Manager Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.

14) PM **Compliance with MNPS Requirements:** Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid related procedures, liability

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville International Center for Empowerment, Contract # _____ May 11, 2022

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. 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.
- Receive documented permission from school administration to provide services to youth in their school (e. g. email, commitment letter).

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville International Center for Empowerment. Contract # _____ May 11, 2022

- Meet the 2022-2023 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.

Additionally, enrollment forms must be fully completed. Forms should include legitimate first and last names of legal guardians and emergency contacts, youth and accurate addresses, phone number, e-mails and medical information (as needed).

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 youths the Agency projected to serve for the 2022-2023 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 Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services as per NAZA centralized guidance.
- 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.

GRANT CONTRACT TERM:

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville International Center for Empowerment, Contract # _____ May 11, 2022

B.1. **Grant Contract Term.** The term of this Grant will be July 1, 2022 and ending on June 30, 2023. **Programs offering only afterschool programming, may charge their expenses to NAZA between August 1, 2022 and May 30, 2023.**

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed \$70,556.40 (38 slots for afterschool and 15 slots for summer) The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan 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 Spending Plan 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.

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 of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 15th, 2023. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2022-2023 school year will be processed after June 30th.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville International Center for Empowerment, Contract # _____ May 11, 2022

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 Teri.Lahmy@nashville.gov

C.4. Reporting

Expenditure Report. All Recipients will submit a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice 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 semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 15th, 2023.

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 June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 15th, 2023.

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville International Center for Empowerment, Contract # _____ May 11, 2022

unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed (see budget guidance for the list of unallowable costs).

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 Spending Plan.

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.** 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. 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville International Center for Empowerment, Contract # _____ May 11, 2022

- 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 on 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 Metro 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 books, 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. **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.12. **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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville International Center for Empowerment, Contract # _____ May 11, 2022

D.10.1 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.10.2 General Liability Insurance

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

D.10.3 Automobile Liability Insurance

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

D.10.4 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.10.5 Sexual Molestation and Abuse Insurance

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

D.10.6 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and
Nashville International Center for Empowerment, Contract # _____ May 11, 2022

D.10.7

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 workers 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.11. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.

D.12. **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.13. **Indemnification and Hold Harmless.**

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville International Center for Empowerment, Contract # _____ May 11, 2022

(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.14. **Force Majeure.** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. **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.
- D.16. **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.17. **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.18. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.19. **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Nashville International Center for Empowerment, Contract # _____ May 11, 2022

Contract. Upon termination of this Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of this 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. 20. **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 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. 21. **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, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement plan, 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. 22. **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 Operations Manager
615 Church Street
Nashville, TN 37219
(615) 862-5800 Ext. 25796

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 Nashville International Center for Empowerment, Contract # _____ May 11, 2022

Recipient
Parvez Mohsin

Grantee Vendor: Nashville International Center for Empowerment
Address: 417 Welshwood Dr
Nashville, TN 37211
Phone : 615-315-9681

D.23. **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.24. **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 4 – Minimum Standards for NAZA funding

Annex 2 – Expenditure Report Template

Annex 5 – Partner Data-Sharing Sub-Agreement

Annex 3 – Budget

Annex 6 – Performance Indicators

NASHVILLE PUBLIC LIBRARY

Aaron L. Dyer
Library Director

THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

K. Mykany
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: Nashville International Center for
Empowerment

By: *Parvez Mohsin*

Name: Parvez Mohsin
Title: Chief Education and Development Officer

Sworn to and subscribed to before me a Notary Public,
this 11th day of May, 2022

Notary Public *Samantha Louise Byrd*


My Commission expires November 3rd 2025

**Metropolitan Government of Nashville and Davidson County/Nashville PD
Funds For FY 2023 Program**

ORGANIZATION NAME	N.I.C.E.	CONTRACT # (Office Use):
PROGRAM NAME	YEA!	START DATE:
ADDRESS	17 Welshwood	END DATE:
CITY, STATE & ZIP	Nashville, TN 372	CONTACT PERSON
FEDERAL ID # (EIN)	02-0674431	CONTACT TELEPHONE

COST CATEGORIES	TOTAL BUDGET REQUEST	BUDGET EXPLANATION/DE
After-School Programs		After-school program starts 09/06/2022 Per slot rate f
Salaries and Wages	34,266.00	3 program staff at 30 weeks x 20 hrs/wk x \$18.75/hr and 1 hrs/wk x \$21.88/hr
Benefits and Taxes	4,710.00	5.0% x total salary on program for benefits and 8.75% x tot
Total Personnel Expenses	38,976.00	
Office Supplies	898.00	1.9% of total grant to cover office supplies, printing, postage
Communications	0.00	Estimated unit number and unit cost or % of total cost charg
Postage and Shipping	0.00	Estimated unit number and unit cost or % of total cost charg
Occupancy	943.00	2.0% of total grant to cover phones, internet access and off
Equipment Rental and Maintenance	0.00	Estimated unit number and unit cost or % of total cost charg
Printing and Publications	0.00	Estimated unit number and unit cost or % of total cost charg
Travel/Conferences & Meetings	0.00	Estimated unit number and unit cost or % of total cost charg
Insurance	0.00	Unit cost or % of total cost charged to this grant
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	5,732.40	\$400 per site which equals \$26.67 per student
Afterschool/summer transportation	3,162.00	2 drivers x 15.50/hr x 30 wks x 2 hr/day x 4 days per week)
Field Trips	0.00	Per youth average cost or cost per trip and estimated numb
Professional Fees/Enhancement partners	2,125.00	3 sites, \$833 per site for enhancement partners
Transportation	0.00	Overall cost could include gas, driver, 3rd party service, etc
Other Non-Personnel	0.00	Anything else that is part of programming cost but is not list
Indirect Cost	0.00	Partners can choose to budget either separate line items ab to 20% of their total budget. The Indirect cost requests mus allocation plan.
Total Non-personnel	12,860.40	
Afterschool sub-total	51,836.40	

Summer Programs		Summer program funded in this cycle is July 1-31,2022 rate for summer to be calculated at \$8 an hour per slot. summer program is \$320 per week for partners program hours per day.
Salaries and Wages	14,250.00	2 program staff at 6 weeks x 40 hrs/wk x \$18.75/hr and 1 pi hrs/wk x \$21.88/hr
Benefits and Taxes	1,951.00	5.0% x total salary on program for benefits and 8.75% x tot
Total Personnel Expenses	16,201.00	
Office Supplies	149.00	0.8% of total grant to cover office supplies, printing, postage
Communications	0.00	Estimated unit number and unit cost or % of total cost charg
Postage and Shipping	0.00	Estimated unit number and unit cost or % of total cost charg
Occupancy	0.00	Estimated unit number and unit cost or % of total cost charg
Equipment Rental and Maintenance	0.00	Estimated unit number and unit cost or % of total cost charg
Printing and Publications	0.00	Estimated unit number and unit cost or % of total cost charg

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.)	450.00	\$30 per student for 15 students
Field Trips	620.00	5 field trips x 2 drivers x 4 hrs each trip x \$15.50/hr
Professional Fees/Enhancement partners	1,300.00	For any enhancement partners
Other Non-Personnel	0.00	Anything else that is part of programming cost but is not list
Indirect Cost	0.00	Partners can choose to budget either separate line items ab
Total Non-personnel	2,519.00	
Summer sub-total	18,720.00	
TOTAL	70,556.40	
RECIPIENT		Cindy Cunningham
AUTHORIZED SIGNATURE:		

TITLE		Chief Finance, Operations & Resettlement Officer
DATE	5/10/2022	

Public Library/ NAZA

1-Jul-22

30-Jun-23

Cindy Cunningham

(615) 315-9681

DETAILS

for afterschool is \$1,232

47124

program manager at 30 weeks x 10

al salary for all taxes

e, paper, toner, etc.

ged to this grant

ged to this grant

ice space rent

ged to this grant

ged to this grant

ged to this grant

x 50% covered by NAZA grant

er of youth participating

ed

ove or request an indirect cost of up
t be accompanied by agency's cost

**and June 1- 30, 2023 | Per slot
Maximum cost per youth for
nning 5 days per week for 8**

18720

rogram manager at 6 weeks x 40

al salary for all taxes

e, paper, toner, etc.

ged to this grant

ged to this grant

ged to this grant

ged to this grant

ged to this grant

ed
ove or request an indirect cost of up

NAZA-funded Program Sites for 2022-2023

Name of the Organization Nashville International Center for Empowerment

Days a Week of Afterschool Program: 4 or 5

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>FYI: Community based sites will only receive transportation from schools to program location</i>
McMurray Middle School 520 McMurray Dr, Nashville, TN 37211	12	Yes
Margaret Allen Middle School 500 Spence Ln, Nashville, TN 37210	14	Yes, if we can get out of zone buses. Otherwise, NICE will provide
Wright Middle School 180 McCall St, Nashville, TN 37211	12	Yes
Total Number of Students	38	

If applicable, provide Summer Programming information

Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame
Ex: Baldwin Middle School, 19 Church St, Nashville, TN 37217	15	8:30am – 3:30pm
Total Number of Students		

Authorized Officer Signature

Date

Grant contract between the Metropolitan Government of Nashville and Davidson County and Why We Can't Wait, Inc, Contract # _____ May 5, 2022

**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 Friday (minimum 4 days per week) during the fall semester (September 6, 2022, to December 9, 2022) and spring semester (January 9 to May 4, 2023), 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 start July 1st-29th, 2022*

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 be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g., arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g., physical activity, team games with rules, etc.) that support team and relationship building.

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Why We Can't Wait, Inc, Contract # _____ May 5, 2022

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

1. DC **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. DC **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 and follow current CDC guidelines for programming.

3. DC **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.

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

6) DC **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) DC **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth-led events during the 2022-2023 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Why We Can't Wait, Inc, Contract # _____ May 5, 2022

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. **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.

11) D.C. **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA before,** will only be required to retake the training/s every 3 years after completion.

12) D.C. **Evaluation Tools:**

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

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Why We Can't Wait, Inc, Contract # _____ May 5, 2022

- a) **A Baseline 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 both (or single) assessment/s.
 - 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. 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, the Recipient is 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) The Recipient is 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) The Recipient is 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) The Recipient 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.
 - j) 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.
- 13) DC **Youth Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.
- 14) DC **Staff Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.
- 14) DC **Manager Survey**: Recipient is required to administer a one-time **Leading Indicator Survey, Manger** by program administrators the spring semester.
- 14) DC **Compliance with MNPS Requirements**: Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability

Grant contract between the Metropolitan Government of Nashville and Davidson County and Why We Can't Wait, Inc, Contract # _____ May 5, 2022

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. 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.
- Receive documented permission from school administration to provide services to youth in their school (e. g. email, commitment letter).
- Meet the 2022-2023 Performance Indicators specific to the Recipient (see Annex 6).

Grant contract between the Metropolitan Government of Nashville and Davidson County and Why We Can't Wait, Inc, Contract # _____ May 5, 2022

- 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.

Additionally, enrollment forms must be fully completed. Forms should include legitimate first and last names of legal guardians and emergency contacts, youth and accurate addresses, phone numbers, e-mails and medical information (as needed).

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 youths the Agency projected to serve for the 2022-2023 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 Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services as per NAZA centralized guidance.
 - 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:**

Grant contract between the Metropolitan Government of Nashville and Davidson County and Why We Can't Wait, Inc, Contract # _____ May 5, 2022

B.1. **Grant Contract Term.** The term of this Grant will be July 1, 2022 and ending on June 30, 2023. **Programs offering only afterschool programming, may charge their expenses to NAZA between August 1,2022 and May 30, 2023.**

C. PAYMENT TERMS AND CONDITIONS:

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed \$147,683.60 (62 slots for afterschool and 100 slots for summer) The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan 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 Spending Plan 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.

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 of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 15th, 2023. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2022-2023 school year will be processed after June 30th.

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Why We Can't Wait, Inc, Contract # _____ May 5, 2022

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 a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice 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 semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 15th, 2023

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 June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 15th, 2023

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 (see budget guidance for the list of unallowable costs).

Grant contract between the Metropolitan Government of Nashville and Davidson County and Why We Can't Wait, Inc, Contract # _____ May 5, 2022

- 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 Spending Plan.
- 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.** 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. 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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Why We Can't Wait, Inc, Contract # _____ May 5, 2022

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 Metro 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. **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.12. **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.10.1 Proof of Insurance.

Grant contract between the Metropolitan Government of Nashville and Davidson County and Why We Can't Wait, Inc, Contract # _____ May 5, 2022

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.10.2 General Liability Insurance

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

D.10.3 Automobile Liability Insurance

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

D.10.4 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.10.5 Sexual Molestation and Abuse Insurance

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

D.10.6 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.10.7

Grant contract between the Metropolitan Government of Nashville and Davidson County and Why We Can't Wait, Inc, Contract # _____ May 5, 2022

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.11. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.

D.12. **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.13. **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Why We Can't Wait, Inc, Contract # _____ May 5, 2022

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.14. **Force Majeure.** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. **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.
- D.16. **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.17. **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.18. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.19. **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

Grant contract between the Metropolitan Government of Nashville and Davidson County and Why We Can't Wait, Inc, Contract # _____ May 5, 2022

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. 20. **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.21. **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.22. **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 Operations Manager
615 Church Street
Nashville, TN 37219
(615) 862-5800 Ext. 25796

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

Recipient
Darrell Caldwell

Grant contract between the Metropolitan Government of Nashville and Davidson County and Why We Can't Wait, Inc, Contract # _____ May 5, 2022

Grantee Vendor: Why We Can't Wait, Inc
Address: 220 Nathan Dr
Goodlettsville, TN 37072
Phone : 615-810-6630

D.23. **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.24. **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 form

Annex 4 – Minimum Standards for NAZA funding

Annex 8 – Program site/s

NASHVILLE PUBLIC LIBRARY

Aaron L. Davis
Library Director

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

William J. Gray
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

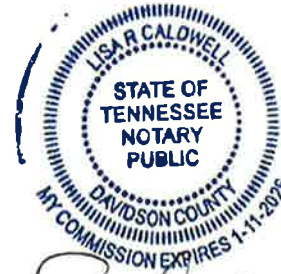
RECIPIENT: Why We Can't Wait, Inc

By: Darrell Caldwell

Name: Darrell Caldwell
Title: Executive Director

Sworn to and subscribed to before me a Notary Public, this 10 day of May, 2022

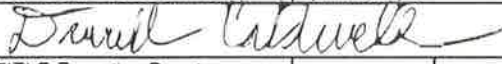
Notary Public



Lisa R. Caldwell

My Commission expires 1/11/26

Metropolitan Government of Nashville and Davidson County/Nashville Public Library/ NAZA			
Funds For FY 2023 Program			
ORGANIZATION NAME	Why We Can't Wait, Inc.	CONTRACT # (Office Use):	
PROGRAM NAME	WWCW Afterschool Academ	START DATE: July 1, 2022	
ADDRESS	220 Nathan Drive	END DATE: June 30, 2023	
CITY, STATE & ZIP	Goodlettsville, TN 37072	CONTACT PERSON Darrell Caldwell	
FEDERAL ID # (EIN)	46-0755751	CONTACT TELEPHONE	(615) 810 - 6630
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 09/06/2022 Per slot rate for afterschool is \$1
Salaries and Wages	49,384.00		Number of staff x Number of hours and hourly rate charged to this grant or
Benefits and Taxes	0.00		Types of benefits, rates and number of staff, whose benefits are charged to this
Total Personnel Expenses	49,384.00	0.00	Executive Director, Site Director, Seven staff, Cook, Janitor
Office Supplies	500.00	0.00	Office supplies i% of the overall budget
Communications	3,000.00	0.00	Communication: phone, internet, is 3% of the overall budget
Postage and Shipping	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Occupancy	5,000.00	0.00	Operating five days a week as compared to four in the past; 7% of the budget
Equipment Rental and Maintenance	2,000.00	0.00	1% of the overall budget
Printing and Publications	200.00	0.00	002% of the overall budget
Travel/Conferences & Meetings	300.00	0.00	003% of the overall budget
Insurance	3,000.00	0.00	.04% of the overall budget
Direct youth costs (learning supplies, learning software, programs, games, food, etc)	12,607.60	0.00	We purchase the food for the program, buy each student a jacket, provide incen
Afterschool/summer transportation	3,000.00	0.00	04% of the overall budget
Field Trips	3,000.00	0.00	Students will attend a fall and spring field trip
Professional Fees/Enhancement partners	2,000.00	0.00	Arts & crafts, hip hop dance, drama, African dance, spoken word will be
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	34,607.6	0.00	
Afterschool sub-total	83,683.60	0.00	

Summer Programs		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)	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 for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.
Salaries and Wages	40,000.00		Number of staff x Number of hours and hourly rate charged to this grant or
Benefits and Taxes	4,000.00	0.00	Types of benefits, rates and number of staff, whose benefits are charged to this
Total Personnel Expenses	44,000.00	0.00	20 staff and Executive director
Office Supplies	200.00	0.00	less than 1% of the overall budget
Communications	300.00	0.00	less than 2% of the overall budget
Postage and Shipping	192.00	0.00	less than 1% of the overall budget
Occupancy	2,000.00	0.00	2% of the overall budget
Equipment Rental and Maintenance	0.00	0.00	Estimated unit number and unit cost or % of total cost charged to this grant
Printing and Publications	200.00	0.00	less than 1% of the overall budget
Travel/Conferences & Meetings	200.00	0.00	less than 1% of the overall budget
Insurance		0.00	%
Direct youth costs (learning supplies, learning software, programs, games, food, etc.)	5,000	0.00	8% of the overall budget; camp shirts, food, incentives
Field Trips	10,000.00	0.00	16% of the overall budget; local and out-of -town field trips
Professional Fees/Enhancement partners	1,600.00	0.00	1% of the overall budget
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
Total Non-personnel	19,692.00	0.00	
Summer sub-total	63,692.00	0.00	
TOTAL	107,683.60	0.00	
RECIPIENT			
AUTHORIZED SIGNATURE:	Darrell Caldwell		
			
TITLE	Executive Director		
DATE	May 10, 2022		

NAZA-funded Program Sites for 2022-2023

Name of the Organization Why We Can't Wait, Inc.

Days a Week of Afterschool Program: 4 or x 5

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>FYI: Community based sites will only receive transportation from schools to program location</i>
Ex: Baldwin Middle School, 19 Church St, Nashville, TN 37217	15	Yes
WWCW Afterschool Academy Cleveland Street Church 608 Cleveland Street	62	No
Total Number of Students	62	None

If applicable, provide Summer Programming information

Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame
Ex: Baldwin Middle School, 19 Church St, Nashville, TN 37217	15	8:30am – 3:30pm
Cultivating Character in Millennials (CCM) Leadership Academy 608 Cleveland Street Nashville, TN 37207	100	7:00 am – 4:00 pm
Total Number of Students		

Darrell Caldwell

Authorized Officer Signature

05/10/2022

Date

**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 ("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 Friday (minimum 4 days per week) during the fall semester (September 6, 2022, to December 9, 2022) and spring semester (January 9 to May 4, 2023), 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 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 be focused on creatively combining:

- School day supports (reading, homework, etc.)
- Enrichments (e.g., arts education; STEAM engineering challenges, service learning, etc.) that reflect youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.

Other experiences (e.g., physical activity, team games with rules, etc.) that support team and relationship building.

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

Grant contract between the Metropolitan Government of Nashville and Davidson County and YMCA of Middle Tennessee, Contract # _____ May 6, 2022

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

1. a **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. a **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 and follow current CDC guidelines for programming.

3. a **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.

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

6. a **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. a **System-Wide Meetings & Events:** Recipient is responsible for hosting at least 2 free, youth-led events during the 2022-2023 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.

Grant contract between the Metropolitan Government of Nashville and Davidson County and YMCA of Middle Tennessee, Contract # _____ May 6, 2022

9) 9 **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) 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) 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.

11) 11 **Professional Development:**

For each Recipient, the program director and frontline staff working with youth must attend or complete: **the NAZA Essential Operations training and Introduction to Positive Youth Development training.** Staff who have completed PYD before will not be required to retake it. The NAZA Essential Operations training will be recorded and available online; Introduction to Positive Youth Development will be offered several times per year.

The new/incoming Program Directors and Site Coordinators of NAZA-funded programs are also required to attend a **Youth Program Quality Assessment (YPQA) or Social and Emotional Learning Program Quality (SEL-PQA) training.** YPQA online refresher training option is also available at no cost to our partners. As many other program staff as possible should attend this training. At least one staff member who has attended YPQA Basics or SEL PQA must be on-site at NAZA-funded program sites at all times.

Additional relevant trainings and coaching will be available to Recipient to support high-quality programming as well as the achievement of their Improvement Plan. **Returning site staff** are encouraged to attend additional trainings that will support the program's continued quality improvement. **Returning Program Directors and Site Coordinators, who have taken YPQA Basics or SEL PQA before,** will only be required to retake the training/s every 3 years after completion.

12) 12 **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:

Grant contract between the Metropolitan Government of Nashville and Davidson County and YMCA of Middle Tennessee, Contract # _____ May 6, 2022

- a) **A Baseline 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 both (or single) assessment/s.
 - 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. 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, the Recipient is 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) The Recipient is 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) The Recipient is 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) The Recipient 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.
 - j) 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.
- 13) 13 **Youth Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Youth** to enrolled youth at each site in the spring semester.
- 14) 14 **Staff Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Staff** by program staff the spring semester.
- 14) 14 **Manager Survey:** Recipient is required to administer a one-time **Leading Indicator Survey, Manager** by program administrators the spring semester.
- 14) 14 **Compliance with MNPS Requirements:** Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
MCA of Middle Tennessee, Contract # _____ May 6, 2022**

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. 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.
- Receive documented permission from school administration to provide services to youth in their school (e. g. email, commitment letter).
- Meet the 2022-2023 Performance Indicators specific to the Recipient (see Annex 6).

Grant contract between the Metropolitan Government of Nashville and Davidson County and YMCA of Middle Tennessee, Contract # _____ May 6, 2022

- 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.

Additionally, enrollment forms must be fully completed. Forms should include legitimate first and last names of legal guardians and emergency contacts, youth and accurate addresses, phone numbers, e-mails and medical information (as needed).

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 youths the Agency projected to serve for the 2022-2023 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 Spending Plan, attached and incorporated herein as **Attachment 1**. The Recipient must collect data to evaluate the effectiveness of their services as per NAZA centralized guidance.
- 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:

Grant contract between the Metropolitan Government of Nashville and Davidson County and YMCA of Middle Tennessee, Contract # _____ May 6, 2022

B.1. Grant Contract Term. The term of this Grant will be July 1, 2022 and ending on June 30, 2023. **Programs offering only afterschool programming, may charge their expenses to NAZA between August 1, 2022 and May 30, 2023.**

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed \$148,869.60 (86 slots for afterschool) The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan 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 Spending Plan 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.

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 of the invoice receipt by NAZA.

The second invoice of up to 25% of the total awarded amount will be processed based on the actual expenditures of the programs reported in the semi-annual report. The invoice must be submitted by January 30th along with the semi-annual report.

The third and final invoice of up to 25% of the total awarded amount will be processed upon the receipt of the final report due on June 5th. Those who program in the month of June, must submit their final report along with final invoice by July 15th, 2023. This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. No invoice for 2022-2023 school year will be processed after June 30th.

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

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
MCA of Middle Tennessee, Contract #_____ May 6, 2022**

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 a semi-annual and annual expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports twice 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 semi-annual expenditure report is due on January 31st and the final report is due June 5th (30 days after the programming ends). Those who program in the month of June, must submit their final report by July 15th, 2023

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 June 5th (30 days after the end of programming). Those who program in the month of June, must submit their final report by July 15th, 2023

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 (see budget guidance for the list of unallowable costs).

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
MCA of Middle Tennessee, Contract # _____ May 6, 2022**

- 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 Spending Plan.
- 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.** 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. 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

Grant contract between the Metropolitan Government of Nashville and Davidson County and YMCA of Middle Tennessee, Contract # _____ May 6, 2022

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 Metro 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. **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.12. **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.10.1 Proof of Insurance.

Grant contract between the Metropolitan Government of Nashville and Davidson County and YMCA of Middle Tennessee, Contract # _____ May 6, 2022

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.10.2 General Liability Insurance

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

D.10.3 Automobile Liability Insurance

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

D.10.4 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.10.5 Sexual Molestation and Abuse Insurance

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

D.10.6 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.10.7

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
MCA of Middle Tennessee, Contract # _____ May 6, 2022**

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

D.12. 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.13. 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

Grant contract between the Metropolitan Government of Nashville and Davidson County and YMCA of Middle Tennessee, Contract # _____ May 6, 2022

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.14. **Force Majeure.** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. **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.
- D.16. **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.17. **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.18. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.19. **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

**Grant contract between the Metropolitan Government of Nashville and Davidson County and
▼MCA of Middle Tennessee, Contract # _____ May 6, 2022**

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. 20. **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.21. **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.22. **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 Operations Manager
615 Church Street
Nashville, TN 37219
(615) 862-5800 Ext. 25796

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

Recipient
Justin Bauer

Grant contract between the Metropolitan Government of Nashville and Davidson County and YMCA of Middle Tennessee, Contract # _____ May 6, 2022

Grantee Vendor: **YMCA of Middle Tennessee**
Address: **1000 Church St,**
Nashville, TN 37203
Phone : **615-259-9622**

D.23. 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.24. 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 form

Annex 4 – Minimum Standards for NAZA funding

Annex 8 – Program site/s

NASHVILLE PUBLIC LIBRARY

Aaron L. Davis
Library Director

THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Plavsky
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: YMCA of Middle Tennessee

By: *Chris Tointon*

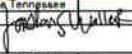
Name: Chris Tointon
Title: President and CEO, YMCA of Middle Tennessee

Sworn to and subscribed to before me a Notary Public,
this 10th day of May, 2022.

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 2023 Program			
ORGANIZATION NAME	YMCA of Middle Tennessee	CONTRACT # (Office Use):	
PROGRAM NAME	YQuest	START DATE:	7/1/2022
ADDRESS	1000 Church Street	END DATE:	6/30/2023
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	BUDGET EXPLANATION/DETAILS	
After-School Programs		After-school program starts 09/06/2022 Per slot rate for afterschool is \$1,232	
Salaries and Wages	68,999.89	1 Program Director at \$22.84 at 65% 6 Hourly Coordinators 3 at 23hrs per week with rate average of \$19.32 and 3 at 12 hours per week with average rate of \$18	
Benefits and Taxes	7,454.38	Health Benefits at 12%, FICA at 7.65%, Retirement at 10%	
Total Personnel Expenses	76,454.28		
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.)	12,533.68	\$20 per youth	
After-school/summer transportation	33,000.00	N/A	
Field Trips	2,000.00	Estimated at \$1,000 per trip	
Professional Fees/Enhancement partners	4,000.00	Estimated at \$100 per hour/class	
Other Non-Personnel	600.00	Special events, \$100 for each youth-led community event (2 per site per year)	
Indirect Cost			
	20,381.73	We have used our organizational rate of 17.18%	
Total Non-personnel	72,415.32		
Afterschool sub-total	148,869.60		
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 for summer program is \$320 per week for partners programming 5 days per week for 8 hours per day.	
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	Mileage, 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	
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 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	
Total Non-personnel	0.00		
Summer sub-total	0.00		
TOTAL	148,869.60		
RECIPIENT	YMCA of Middle Tennessee		
AUTHORIZED SIGNATURE:	Jordan Waller 		
TITLE	Y-CAP Operations Director		
DATE	5/10/2022		

NAZA-funded Program Sites for 2022-2023

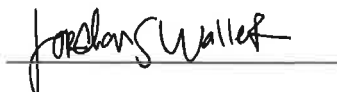
Name of the Organization: **YMCA of Middle Tennessee**

Days a Week of Afterschool Program: X 4 or 5

Name and address of the program site/s <i>Please share the name of school or building of community site and full address of program location</i>	Number of youths targeted for site	Transportation needed for site? (Yes or No) <i>FYI: Community based sites will only receive transportation from schools to program location</i>
Northwest Family YMCA (serving students from IT Creswell), 3700 Ashland City Hwy, Nashville, TN 37218	29	Yes
East Nashville Magnet Middle School, 110 Gallatin Ave, Nashville, TN 37206	29	No
Dupont Tyler Middle School, 431 Tyler Dr, Hermitage, TN 37076	28	Yes
Total Number of Students	86	

If applicable, provide Summer Programming information

Name and address of summer program site/s <i>Please share the name of building and full address of summer program location</i>	Number of youth targeted	Programming Time Frame
N/A		
Total Number of Students		



 Authorized Officer Signature

5 | 10 | 22

 Date