

Grant contract between the Metropolitan Government of Nashville and Davidson County and Southern Word, Inc., Contract # _____

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
SOUTHERN WORD, INC.**

This Grant Contract issued and entered into pursuant to Resolution RS2026-_____ by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and Southern Word, Inc. ("Recipient"), is for the provision of the Community Safety programs, as further defined in the "SCOPE OF PROGRAM" and detailed in this Grant Contract. Attachments A through G are incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. The Recipient will provide 400 post-secondary and out of school students between the ages of 11- to 24-year-olds with writing, presentation and school based mentorship to reduce and mitigate violence in the North Nashville Community. This will be accomplished by twelve (12) weeks of projects with music and writing skills, as well as twelve (12) weeks of personal development.

The Recipient will structure the program the following way:

a. Music and Writing Skills

- Week 1 - Concepting, telling their story, identifying powerful source material; writing a hook
- Week 2 - Naming your album, developing stories for the public; using your voice on a mic
- Week 3 - Developing a sound that fits with your story, cohesive beat selection
- Week 4 - Completing your first track; writing a chorus
- Week 5 - Collaboration, new opportunities for inspiration; wordplay
- Week 6 - Learning the story of "them"; figurative language 1
- Week 7 - Completing your second track; receiving feedback and revising
- Week 8 - Preparing for interviews; figurative language 2
- Week 9 - Distribution and promotion; critical listening
- Week 10 - Competing your third track; talking about the mix
- Week 11 - Facing the future—What's Next? Rehearsing, memorizing, preparing for big moments
- Week 12 - Listening session – survey – post assessment.

b. Personal Development

- Week 1 - Studio etiquette / 3 Personal goals
- Week 2 - Interacting with producers / Representing yourself at spotlight moments
- Week 3 - Punctuality / Managing anxiety
- Week 4 - Networking / Making good choices
- Week 5 - Respect of different people – putting ego aside / Building your bridges and resources
- Week 6 - Repairing relationships / Reconnecting with people - family you need to be around
- Week 7 - Cultural differences – conflict management – navigating power
- Week 8 - How to wrap up – how to finish / 3 Personal goals revisited – how to transition
- Week 9 - Identifying your artistic community / identifying your personal community
- Week 10 - How to get closer intentionally to your artistic goals / To your personal goals
- Week 11 - Interviews – tell your artistic story / Tell your story outside of music

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- Week 12 - Revisiting artistic and personal goals.

The program success will be measured by:

- a. Data tracking partnership with the Juvenile Justice Center under number of youth offenses during the program cycle.
- b. Pre & post test surveys to assess social and emotional development, connectedness, belonging and communication skills
- c. Utilization of an external evaluator to assist with the design implementation evaluation and quality improvement of youth development strategies and interventions.

A.2. The Recipient must spend grant funds consistent with the Grant Spending Plan, attached and incorporated herein as **Attachment A**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.

A.3. The Recipient must comply with all monthly reporting requirements. Recipient must submit monthly reports that contain the following:

- Number of clients served;
- Frequency of services provided;
- Sign in sheets with dates and times of services or meetings;
- Other data as requested.

A.4. The Recipient will only utilize these funds for services the Recipient provides to residents and/or visitors in Davidson County. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on the date this contract is approved by all required parties and filed in the office of the Metropolitan Clerk. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed One hundred fifty thousand dollars (\$150,000). 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. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1

Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Recipient shall submit invoices and any supporting documentation as requested by Metro to demonstrate that the funds are used as required by this Grant, prior to any payment for allowable costs. Such invoices shall be submitted no more often than monthly and indicate at a minimum the amount charged by Spending Plan line-item for the period invoiced, the amount

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charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under this Grant Contract to date.

Recipient must send all invoices to Metro Public Health Department, healthap@nashville.gov.

Final invoices for the contract period should be received within thirty (30) days of the end of the Grant Contract. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by Metro Public Health Department, within forty-five (45) days of the end of the Grant Contract. 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.
- C.4. **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.5. **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. Any unallowable cost discovered after payment of the final invoice shall be returned by the Recipient to Metro within fifteen (15) days of notice.
- C.6. **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.7. **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.8. **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 and approved by the Metropolitan Council.
 - D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
 - D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations

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under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.

D.4. **Termination - Notice.** Metro may terminate the Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Metro. Metro shall give the Recipient at least thirty (30) days written notice before effective termination date.

(a) The Recipient shall be entitled to receive compensation for satisfactory, authorized service completed as of the effective termination date, but in no event shall Metro be liable to the Recipient for compensation for any service that has not been rendered.

(b) Upon such termination, the Recipient shall have no right to any actual general, special, incidental, consequential or any other damages whatsoever of any description or amount.

D.5. **Termination - Funding.** The 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 the Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with the 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 shall 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 subGrantee, 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 contemplated 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 Non-profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.

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- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Reporting.** The Recipient must submit a Final Program Report, to be received by Metro Public Health Department, within forty-five (45) days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **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.13. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.
- D.14. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.15. **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.16. **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 Grantees, 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 Grantees, 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.17. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify

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Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.

- D.18. **Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Recipient certifies that to the best of its knowledge and belief, neither Recipient nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.
- D.19. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.20. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.21. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.23. **Severability.** In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.
- D.24. **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 Five Thousand dollars (\$5,000).

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.25. **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

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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.26. **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 subGrantee under a contract to the prime Grantee or higher tier subGrantee 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.27. **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 email transmission, or by first class mail, addressed to the respective party at the appropriate email or physical address as set forth below or to such other party, email, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Metro Public Health Department
2500 Charlotte Avenue
Nashville, TN 37209
Holly.Rice@nashville.gov

For inquiries regarding invoices:
Metro Public Health Department
2500 Charlotte Avenue
Nashville, TN 37209
Nancy.Uribe@nashville.gov

Recipient

Southern Word, Inc.
Executive Director
1704 Charlotte Ave
Suite 200
Nashville, TN 37203

D.28. **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

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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.29. Certification Regarding Debarment and Convictions.

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in Sections D.29(a)(ii) and D.29(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.29(a).

D.30. 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.

D.31. Health Insurance Portability and Accountability Act. Metro and Recipient shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its accompanying regulations.

- a. Recipient warrants that it is familiar with the requirements of HIPAA and its accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement.
- b. Recipient warrants that it will cooperate with Metro, including cooperation and coordination with Metro privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of this Agreement so that both parties will be in compliance with HIPAA.
- c. Recipient agrees to sign documents, including but not limited to Business Associate agreements, as required by HIPAA and that are reasonably necessary to keep Metro and Recipient in compliance with HIPAA. This provision shall not apply if information received by the Recipient from Metro under this Agreement is not "protected health information" as defined by HIPAA, or if HIPAA permits Recipient and Metro to receive

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such information without entering into a Business Associate agreement or signing another such document.

Signature page follows.

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Recipient: Southern Word, Inc.

By: Benjamin H. Smith

Title: Executive Director

Sworn to and subscribed to before me, a Notary Public this 20th day of February, 2026, by Benjamin H. Smith, the Executive Director of Contractor and duly authorized to execute this instrument on Contractor's behalf.

Notary Public: David Rhodes

My Commission Expires: Oct 4, 2027



My Commission Expires Oct. 4, 2027

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Signed by: Sanmi Areda 2/20/2026
0072206CD01A4B1...
 Director, Metro Public Health Department Date

Signed by: Tené Hamilton Franklin 2/20/2026
BEBF0BBF14D14B0...
 Chair, Board of Health Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by: Jeneen Reed/mjw 2/23/2026
02377A2A0742469...
 Director, Department of Finance Date

Initial BN DS AP

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by: Balaqun Cobb 2/23/2026
68804BF12FD741C
 Director of Risk Management Services Date

APPROVED AS TO FORM AND LEGALITY:

Signed by: Matthew Garth 2/24/2026
66F60022930844F...
 Metropolitan Attorney Date

FILED:

 Metropolitan Clerk Date

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Table of Contents of Attachments:

- A. Grant Spending Plan
- B. Certificate of Assurance
- C. Non-Profit Grants Manual Receipt Acknowledgement
- D. Internal Revenue Service 501(c)(3) Tax-Exempt Organization Letter
- E. Non-Profit Charter and Tennessee Secretary of State Non-Profit Confirmation
- F. Independent Audit completed by Certified Public Accountant
- G. Certificate of Insurance

ATTACHMENT A

GRANT BUDGET

(BUDGET PAGE 1)

Southern Word				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the grant period.				
Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1	Salaries ²	\$25,000.00	\$0.00	\$25,000.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award ²	\$115,600.00	\$0.00	\$115,600.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$ 2,370.00	\$0.00	\$2,370.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (5% of S&B)	\$7,030.00	\$0.00	\$7,030.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$150,000.00	\$0.00	\$150,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 2)

SALARIES						AMOUNT
Name - Title	Salary	x	Percentage of Time	+	Longevity Bonus	
Benjamin Smith, Executive Director, Project Direction	70000	x	10%	+	\$	7,000.00
Alita Gay, Program Manager	60000	x	20%	+	\$	12,000.00
Amber McCullouch, Project Support	60000	x	10%	+	\$	6,000.00
ROUNDED TOTAL						\$ 25,000.00

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
Writer or music mentor evaluation sessions	\$10,000.00
writer/performance mentor coordination hours	\$25,600.00
writer/performance mentor studio sessions	\$27,000.00
music production mentor studio sessions	\$27,000.00
school based writer/music sessions	\$21,000.00
Dr Carol Nixon, program assessment	\$5,000.00
ROUNDED TOTAL	\$115,600.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
3 annual youth conferences/events	\$ 2,370.00
ROUNDED TOTAL	\$ 2,370.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
ROUNDED TOTAL	\$ -

Complete this Cover Sheet and sign where indicated. Attach it to the Program Narrative, Spending Plan, and Spending Plan Narrative. Email the entire Application Packet to both Detra.major@nashville.gov and Dianne.harden@nashville.gov by 4:29 pm on September 13, 2024.

FY25 COMMUNITY SAFETY FUND APPLICATION COVER SHEET (Application Part A)

CIRCLE THE ONE CATEGORY OF FUNDING THAT YOU ARE APPLYING FOR:

Literacy: <input type="checkbox"/>	Domestic Violence: <input type="checkbox"/>	Community Service: <input type="checkbox"/>	After School Programs: <input type="checkbox"/>	Community Violence Prevention: <input checked="" type="checkbox"/>	Group: <input type="checkbox"/>
Restorative Justice: <input type="checkbox"/>	Workshops/Seminars: <input type="checkbox"/>	After School Program: <input type="checkbox"/>	Violence: <input type="checkbox"/>	Outreach and Education: <input type="checkbox"/>	Special Assistance to Individuals: <input type="checkbox"/>

WILL THE PROPOSED PROGRAM BE: (Choose One)

A New Program: An Existing Program: An Expansion of Existing Program: Program:

APPLICANT INFORMATION

Legal name of Applicant (Agency): _____

Contact Person Name: Benjamin Smith	Title: Executive Director
Contact Person Phone: 615-686-5456	Email Address: benjamin@southernword.org
Agency CEO Name: Benjamin Smith	Title: Executive Director
Agency CEO Phone: 615-686-5456	Email Address: info@southernword.org

AGENCY'S MAIN OFFICE

Complete Address: 1704 Charlotte Ave., Suite 200 Nashville, TN 37203
 Phone: 615-686-5456 Fax: _____ Website: www.southernword.org

FINANCIAL INFORMATION

Agency's most recent FY Actual Revenues ▶ (See Note Below)	\$759,000	Amount of current FY25 CSF grant or direct appropriation (if applicable):	\$0
Total FY25 CSF Request ▶ (round to nearest \$100)		Agency's Fiscal Year Start Date (Month/Day)	
This amount should not exceed 20% of most recent actual revenues. Requests over 20% will render application ineligible. ▶	\$150,000		(Leave Blank)

For the current fiscal year, list funds received from Metro Nashville Government, including funds received from any department or Metro Council Appropriation (attach additional pages if necessary).

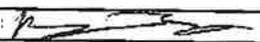
Source: Metro Arts Operating - \$39,569 – Thrive Fiscal Agent - \$18,206	Amount: \$	\$57,775
Source: MNPS School Programs	Amount: \$	\$163,900
Source: GEAR-UP (sunsets summer 2025)	Amount: \$	\$90,500

Does the applicant have a certified audit performed each year? Yes No

Applicants are required to submit an electronic copy of 1.) the most recent agency audit and 2.) a copy of agency's current registration status with the Secretary of State, Division of Charitable Solicitations and Gaming to fred.adom@nashville.gov. (See page 10 of CEF Handbook for details.)

SIGNATURES

I certify under the penalty of law that the information in this application (including, without limitation, the "Certifications and Assurances") is accurate to the best of my knowledge. I am aware that my agency will not be eligible for funding if investigation at any time shows falsification. If falsification is shown after funding has been approved, any allocations already received and expended are subject to be repaid. I further certify that I am authorized to sign this application for the applying agency.

Signature of Authorized Official:  Date: 5/8/25

* Per most recent agency audit. Revenues stated above must not include in-kind contributions.

Additional Metro Funding Source:	Juvenile Justice Center – Gang Resistance Program	Amount: \$	\$30,000
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1. Executive Summary (0 Points)

- What target population will you serve?

Southern Word will serve high school and post-secondary youth between the ages of 11 and 24 during school hours and out-of-school hours who have the highest potential for causing harm through violent activities in Davidson County. We will have a primary focus on youth between the ages of 11 and 18, and a secondary focus on youth 18 to 24 so we may continue to support young people who are aging out of state custody, discontinuing or graduating from high school without clear post-secondary educational plans, and/or developing as future mentors and positive role models for the community. 50 to 60% of services will be delivered to the North Nashville community with an emphasis on supporting schools and residents in the portions of zip codes 37208, 37207, 37218, 37189, and 37209 where incidents of violence are greatest.

- What services are you going to provide/deliver with this funding?

Southern Word will move upstream from programming we are currently conducting with the Gang Intervention and Resistance Program (GRIP) and in the Juvenile Detention Center with the Juvenile Justice Center. This includes:

- The Studio Experience which connects young people with both studio access and the necessary writing and music mentors for them to develop their writing and presentation skills, process the world they experience, receive guidance from a trusted adult, and build networks for more positive pathways. We will expand this program to make it available to all justice-involved youth and youth involved in disciplinary action at MNPS.
- Mentor support for schools interested in more personalized attention for their highest need youth. This includes classroom workshops, small group sessions, and individualized coaching in writing and music production. We will focus on schools with the highest percentage of youth facing chronic absenteeism or behavioral discipline with an emphasis on Johnson Alternative, Bass Alternative, Pearl-Cohn, Maplewood, Overton, and Stratford High Schools.
- How will the community benefit from these services?
 - Davidson County will activate a highly effective and highly experienced team to reduce violence and harm in Nashville's most impacted schools and communities. New music activities, spaces, networks, and communities will emerge that will include and welcome young people who have been marginalized from or not had access to these options and opportunities up to this point. This will be a new, extended support network for engaged youth who are working to redirect their lives towards more prosocial behaviors and sustainable lives.

2. Capacity of the Applicant and Relevant Organizational Experience (10 points).

- Describe your Agency's mission.

Through the literary and performing arts, Southern Word offers creative solutions for youth to build literacy and presentation skills, reconnect to their education and lives, and act as leaders in the improvement of their communities. We are committed to providing youth, especially in under-served communities, with as many opportunities as possible to develop and publicly present their voices both live and in print, video, audio and digital media.

In order to achieve this goal, Southern Word develops, places, and supports writer and music mentors in schools and community-based organizations.

- Length of time/history providing services to the population and the issue described in the selected Service Category.

Southern Word (SW) serves more than 6,500 young people each year in 8 Tennessee counties. We started delivering creative writing, poetry, and rap workshops to youth in the Davidson County Juvenile Detention Center and for in-patient adolescents at Vanderbilt Behavioral Health during the 2009 – 2010 school year. We expanded to music production workshops in the Juvenile Detention Center in 2017.

We launched The Studio Experience program in 2023 as a space for youth emerging from the Juvenile Detention Center to continue to pursue their musical interest, develop their skills, and build new communities and pathways for themselves. The Juvenile Justice Center adopted the program as part of their Gang Resistance and Intervention Program (GRIP) in February of this year as part of a three-year grant cycle.

SW's school-based programs began with writer residencies in 2008, expanded to include music production programs in 2011, and currently serves youth in comprehensive, magnet, charter, and alternative schools. SW has been the leading provider of music mentors for the Nashville Public Library's Studio NPL at branches across Nashville, including the audio production suite at the downtown location.

For the purposes of this grant, SW has experience delivering programs to Stratford, Maplewood, Antioch, Cane Ridge, Lawson, Pearl-Cohn, Overton, Glenciff, McGavock, and Johnson Alternative High Schools. We expanded the presence of music production mentors in schools in partnership with Save the Music Foundation; beginning with Overton, Stratford, and Antioch High Schools in 2022. Johnson Alternative has hosted both writing and music mentors in their classrooms throughout this school year. SW has the necessary relationships at the school and district level to successfully execute this proposal.

- Briefly list and describe the backgrounds, roles and responsibilities of key management and program staff.

Mentor Breion Terrence Eugene Dixon has served as a SW mentor in the Davidson County Juvenile Detention Center and the post-detention Studio Experience for the past two years. He has been instrumental in developing and expanding this program in the community. The Nashville native and TSU alumnus has amassed hundreds of thousands of views collectively with his music videos as a leading, local rap artist. He has worked with Centerstone and MNPS as a Behavior Coach for middle and high school students labeled as high-risk.

Mentor Marc Weber has served as a SW music production mentor at the Nashville Public Library before helping launch The Studio Experience program in his studio. A Belmont graduate, he is an accomplished audio engineer and producer who specializes in hip-hop, pop,

and gospel music. His portfolio includes collaborations with artists like Cam, J Ivy, and Sir The Baptist. Notably, Marc earned Grammy consideration for his role as the mix engineer on the groundbreaking HBCU Symphony, directed by Sir The Baptist.

Mentor Shawn Whitsell has served as a SW mentor for the past 16 years; teaching in schools, colleges, prisons, juvenile detention centers, and other community settings. This includes weekly sessions with youth and adults in a behavioral health center. Whitsell is a playwright, actor, director, producer, and founder of the Destiny Theatre Experience. His one-man show "23/1" was called "The Best Blend of Theater and Activism" for its take on solitary confinement. He also serves on the board for the nonprofit organization Rooftop and is a member of the Metro Nashville Community Review Board.

Mentor Rashad Rayford, aka Rashad thaPoet, has served as a SW mentor for the past 16 years, teaching poetry and communications skills in English classrooms from 3rd grade through college. Rayford is an award-winning actor, poet, and speaker. His work has been featured with TEDx, NPR, The Wall Street Journal, and USA Today. Rashad is the Owner of Elevate Your Vibe, LLC a non-traditional speaking company that intuitively blends spoken word poetry, business talk and inspirational speaking to help businesses tell more compelling and concise stories.

Mentor Tia Smedley has taught the fundamentals of poetry and spoken word with SW as an artist in residence in various schools in Tennessee since 2009. As a poet and speaker, Tia Smedley is known for unforgettable performances that boast of her roots in the theatre. She has opened for the likes of Abiodun Oyewole of The Last Poets and Grammy nominated artists such as: Dwele, Raheem DeVaughn and Mint Condition. Coupled with her husband as GRAVATY, they were named Southern Entertainer of the Year in 2007. She has traveled to speak at various women's conferences across the country, using her poetry to share her tales of trouble to triumph.

Project Manager Alita Brielle Gay is SW's program manager. She is a spoken word poet, educator, and voiceover artist with a passion for cultural community development. She holds a B.S. in Communications from Florida State University as well as a Master's in Public Administration from American University. She is a Teach for America alumna with over 10 years of administrative experience including stints with NAZA and the YMCA of Middle TN.

Project Support Amber McCullough serves as SW's Director of Marketing and Communications, but she also performs operations and project management functions. Prior to joining Southern Word in 2016, Amber improved educational outcomes across the state working for the State Collaborative on Reforming Education (SCORE). Amber is a graduate of Williamson County Schools, Belmont University, and Lipscomb University; where she received a Master's in Civic Leadership.

Project Director Benjamin Smith is founding executive director of SW, which he has grown to serve more than 6,500 young people and more than 40 schools each year. Prior to SW he

worked in various youth development organizations including the YMCA, Conservations Corps, and Summerbridge. This experience included designing and implementing educational enrichment programs, developing lesson plans, managing youth employment programs, and teaching creative writing in various forms. He is also a songwriter and recording artist who has played in Americana, jazz, and country bands. From this experience, he has a point of view on the development of writing and musical capabilities as well as and understanding of their centrality in driving identity and purpose. Benjamin graduated from Brown University in 1994 with a degree in English and American Literature.

- Are there any special awards, recognitions or achievements for your program you would like to list?

SW is one of the leading performance poetry youth development and education organizations in the Southeast and the nation. From 2015 to 2017, SW was one of sixteen organizations selected to serve as part of a three-year national spoken word poetry youth development and education leadership cohort. SW's school residency program was recognized at the Center for Non-Profit Management's Salute to Excellence Awards in 2018 with the Educational Enhancement Award. In 2020, SW was selected as one of Alignment Nashville's Experiential Learning Innovator's of the Year. The Nashville Youth Poet Laureate (YPL) has been named Poet Ambassador for the Southeast and one of five finalists for National YPL four times. This led to the selection of SW as the facilitator for the Tennessee YPL program. SW partnered with the Nashville Public Library and the National Museum of African American Music for the launch of Apple Music's first Creative Studios Nashville in 2022. SW serves as the technical assistance partner for the national non-profit's Save the Music digital music grant program in Nashville.

In terms of validation for our mental health integrations, SW has provided weekly writing workshops at Vanderbilt Behavioral Health for the past 16 years for inpatient and outpatient adolescents as well as outpatient adults. This year at the invitation of the Tennessee Department of Health, SW presented at the national conference of the Association of Maternal and Child Health Programs on the topic of "Centering and Destigmatizing Mental Health Conversations Through Partnerships and Poetry."

Last year, SW reached 6,014 youth through school residencies, 850 through community workshops, and 8,313 youth through community performances. We look at programming in these categories: Spoken Word Residencies, Writers in the Schools, Community Writer Workshops, Music Production Programs, Community Performances, and College Programs.

As part of the Safe and Healthy Schools initiative in 2015, SW partnered with Vanderbilt for an independent assessment of our writer residency program. This assessment included classroom observation, student focus groups, teacher focus groups, and a pre-/post- test. The assessment found the following:

1. Program provides greater student engagement, greater perceived emotional safety, strengthened writing and speaking skills, active social and emotional learning, and improved classroom climate as reported by teachers.

2. Program provides increased engagement, greater confidence, a more proficient command of language, confidence in writing ability, improved classroom climate, greater connection to peers, improved relationships with teachers, and a better understanding of their classmates as reported by students.

Our most recent general survey of our out-of-school writing and music production programs, which includes the pilot program for this project, 50% indicated that they would write more frequently than before if they were in a writing program and 48% indicated that they would produce music more frequently than before if they were in a music program. This speaks to our goal of improving youth engagement in constructive activities that foster their connectedness and social emotional growth. 74.4% agreed or strongly agreed that SW's writing and music production programs relieved stress. 60.5% agreed or strongly agreed that SW's sessions helped process challenge in their lives. These results speak to the social emotional and mental health impact of SW's programs which we regard as one of highest needs in our community of focus.

3. Problem & Target Population (15 points).

- Describe the characteristics of the target population including any relevant geographic indicators. Include any data sources for this information.

Southern Word will serve high school and post-secondary youth between the ages of 11 and 24 during school hours and out-of-school hours who have the highest potential for causing harm through violent activities in Davidson County. We will have a primary focus on youth between the ages of 11 and 18, and a secondary focus on youth 18 to 24 so we may continue to support young people who are aging out of state custody, discontinuing or graduating from high school without clear post-secondary educational plans, and/or developing as future mentors and positive role models for the community. 50 to 60% of services will be delivered to the North Nashville community with an emphasis on supporting schools and residents in the portions of zip codes 37208, 37207, 37218, 37189, and 37209 where incidents of violence are greatest.

As detailed in the April 2000 Juvenile Justice Bulletin from the Office of Juvenile Justice and Delinquency Prevention titled "Predictors of Youth Violence (Hawkins, Heerenkohl, Farrington, Brewer, Catalano, Harachi, Cothorn, 2000)," there are a range of predictors for youth violence that include individual, family, school, peer-related, and community factors. In our efforts, SW is most interested in what the article describes as "malleable" factors for older youth at risk of violent behavior. Lack of social ties and involvement with antisocial peers rank among the leading predictors of violence. Parental involvement, parental criminality, or poor family management practices are also risk factors of concern. These might be baked in at this later stage in the youth's development, but they can still be offset with the introduction of supportive, reliable, and connected mentors.

While we cannot always alter non-malleable factors such as gender, economic status, and family conditions; we can identify communities and schools where those additional stressors are greatest to further support young people. In this initiative, we will focus on areas with high crime rates in North and South Nashville, emphasizing areas where there is most need for further

support in alleviating the conditions for violence. School data available at the Tennessee Department of Education's State Report Card makes it easy to identify schools with a significant population of economically disadvantaged youth, chronic absenteeism, and disciplinary incidents. These schools rank highest in terms of these factors:

Johnson Alternative – 59% economically disadvantaged, 64.2% chronically out-of-school rate, 26.2% out-of-school suspension rate.

W.A. Bass Alternative - 63% economically disadvantaged, 88.8% chronically out-of-school rate, 28.9% out-of-school suspension rate.

Pearl-Cohn – 62% economically disadvantaged, 51% chronically out-of-school rate, 16.1% out-of-school suspension rate.

Stratford – 54% economically disadvantaged, 48.1% chronically out-of-school rate, 25.1% out-of-school suspension rate.

Overton– 50% economically disadvantaged, 41.3% chronically out-of-school rate, 11.4% out-of-school suspension rate.

Maplewood -- 48% economically disadvantaged, 57.2% chronically out-of-school rate, 20.4% out-of-school suspension rate.

In many of these schools and communities where hip hop, rap, gospel, and contemporary R&B are the primary genres, choice in music often aligns with where you come from, who you imagine yourself to be, and where you think you are headed. The rap genre alone creates extremely complicated cultural terrain as it can capture both the worst challenges of low-income communities through its depictions of violence, misogyny, drugs, and excess; and serve as a vehicle for the hope of escaping poverty, the telling of the untold truth, the perseverance through struggle, and the anthem for positive social change. Educational institutions and communities have not been fully equipped to engage in this crucial conversation, and through this initiative we plan to continue to respond to this gap.

- Describe your experience in providing services to individuals who are directly or indirectly impacted by violence.

We detailed our experience in the previous questions. We would emphasize that in addition to serving young people in places such as the Juvenile Justice Center and Vanderbilt Behavioral Health clearly populated with those impacted by violence; violence is endemic in our culture. Writing with thousands of young people in schools across Tennessee means that you are regularly helping young people process violence they experience in our society, in their communities, and in their homes. We are regularly hearing, holding space, and responding to these stories shared by young people.

- Describe your target population's need as related to the Services Category, using clearly defined quantifiable measures. Include any data sources for this information.

Our institutions struggle in connecting the large numbers of youth they process to purpose, belonging, and community. Within our institutions, many students grapple with the violence,

depression, addiction, anxiety, bullying, alienation, and anti-social behavior that we see growing within our youth, schools, and communities.

In the Department of Education's 2023-24 report card for MNPS, 67% of high school English students last year were considered to perform below grade level. 24% of students were chronically out of school. The out-of-school suspension rate was 7.9%. Metrics for higher need schools are detailed in the previous response.

Youth mental health is also an important part of the equation for young people that we seek to reach. A literature review in 2017 by the Office of Juvenile Justice and Delinquency Prevention noted, "A meta-analysis by Vincent and colleagues (2008) suggested that at some juvenile justice contact points, as many as 70 percent of youths have a diagnosable mental health problem. This is consistent with other studies that point to the overrepresentation of youths with mental and behavioral health disorders within the juvenile justice system (Shufelt and Coeozza 2006; Meservey and Skowrya 2015; Teplin et al. 2015)." This intersection of mental health needs and juvenile justice leads to the conclusion that we criminalize, as opposed to treat, antisocial behaviors in certain economically disadvantaged populations. This suggests that a treatment, as opposed to a punitive, approach might be necessary to produce different outcomes.

In summary, we would highlight the following needs for youth participants in this initiative:

- Engaging, prosocial activities.
 - Skill development, especially communication and interpersonal skills.
 - Activities that increase self-esteem, confidence, resilience, and the ability to participate in groups and communities.
 - Coping tools to process their social emotional and mental health journeys.
 - Trusted, reliable, and relatable mentors.
- Describe how you plan to document and present evidence of services provided to residents of Nashville/Davidson County.

SW tracks program attendance through sign-in sheets. Program assessment is detailed in the program design section of the proposal. We would be happy to present on the impact of our program at the request of Metro Health when necessary.

4. Service Gaps (15 points).

- Describe what services are available to the target population from Metro Departments and/or local non-profit Agencies. How does your Agency currently coordinate with them?

SW believes strategic partnerships create efficiency of resources, avoid duplication of services, and amplify the potential scale of services. We do not have programs that exist in isolation. We look for complementary organizations and programs for which we can fill a need. Most of our partners are public institutions, and as a private non-profit, SW is able to leverage public dollars and deliver a subsidized or matched value which exceeds what the public dollars could do on their own.

In addition to the amplification of funding, SW is able to create connections between governmental entities that may otherwise not engage. Institutions are often inward facing and not inclined to collaborate. Even within an institution, it is difficult to create connections and realize opportunities that come from cross-departmental collaboration. Since SW has built its work around collaboration and innovation, we are obliged to overcome these barriers and these challenges.

Schools, community colleges, universities, libraries, juvenile justice centers, and community organizations are limited in the breadth of programmatic range they can offer. Their funds usually cover only the core teachers and staff to provide essential services; however, their needs and their possibilities are much greater. Larger institutions generally struggle with the agility to act on new potential or support students who are not thriving within their system. SW serves as a crucial supplement and catalyst for these partners, improving their impact by adding funding, expertise, innovation, enhancement, and support.

This understanding of Nashville service gaps is the reason that SW has become a leading provider of writer and music mentors to Nashville schools, Nashville Public Library, and the Juvenile Justice Center.

- Describe the gap in services that your proposed program will address.

At the time of initiating spoken word education activity and youth music production programs, SW conducted an environmental scan of existing programs to verify gaps for these programs prior to implementation. While we were early providing programming in Nashville and in the Davidson County Juvenile Detention Center, with the proliferation of other providers in this space, we started exploring ways to provide services to justice-involved youth in the community. With awareness of programs based at local non-profits, we realized there was a dearth of programs that were nested more authentically in the community. This brought us to launch The Studio Experience program at an actual professional music studio. This positions the initiative more as an integrated professional and community pathway and less as a compartmentalized programmatic experience.

Engagement with the GRIP program was initiated by the team at the JJC because they struggled to find mentors willing to serve gang-involved youth. This is most profound gap, a lack of effective mentors who have an extended commitment to the Nashville community who will act as role models for hard-to-serve youth.

Within our schools, high absenteeism and low student performance reflect a lack of curricular relevance for young people who do not see an aspirational place for them to participate in the educational system, in our community, and in their future. Both the mentors and the student-centered activities that mentors facilitate speak more directly to where students are at currently with their hearts and minds. Community-based music studio activity then gives them the chance to connect their learning in school to opportunities outside of the school.

For youth who are not fully engaged in school or who are no longer school-aged, there is also a gap in opportunities for healthy, sustainable engagement with their communities. Our systems

have not effectively equipped them with the skills and purpose to successfully participate in the options our society presents. There need to be pathways for them to positively engage and build community if they are going to avoid making more deleterious choices that are harmful to themselves and their community.

5. Program Design (25 points).

- Describe how the program will respond to the priorities described in the Service Category definition.

This project responds to highlighted priorities by using writing and music as a tool for reflection, skill development, social emotional development, mental health processing, and belonging for participants. Arts spaces, especially music studios, have unique potential for offering these multi-faceted engagement opportunities. Since participants are usually writing and creating from their personal experience, SW sessions become a space for participants to process these past experiences and develop language to comprehend their emotional journeys. The creation process is also a gateway for conversation about difficult topics for the mentor and the youth. While young people, especially those for whom standard mental health interventions are stigmatized, might be guarded and reluctant to open up in these more traditional settings, music is a culturally acceptable way to display vulnerability and to express emotional aspects of one's life. We view the recording studio as a place of respite and regeneration which we want to make available to more young people. In addition to the immediate therapeutic aspect during the programmatic engagement, participants are ultimately gifted these coping tools to process their mental health journeys for the rest of their lives. While we cannot mitigate all adversity participants will face in the future, we will be equipping them with additional tools and tactics to build resilience and persevere through this anticipated adversity.

Participants will also be building capabilities to assist them beyond the artistic and wellness domains. In addition to simply improving their ability to participate in artistic spaces, activities, and pursuits; young people are developing communication and interpersonal skills that will improve outcomes for them in all aspects of their lives regardless of their career and personal pathways.

Finally, SW's ultimate vision is to build a new community for young people through this initiative. This community would be founded around a network of professional music studios, writing and music mentors, paid positions, events, and emerging youth who have decided to pursue healthier and more prosocial lifestyles that would reinforce and build on itself in a virtuous cycle.

- **What is the unduplicated number of people intended to be served by this Metro grant?**

400

- List up to three primary measurable outcomes for those being served. (Be specific, if awarded, these outcomes will be written into your contract Scope of Program.)

SW is prepared to report on outcome indicators with the following goals for youth engaging with the program on an extended basis: 1) 30% or less of participants offend during the reporting period; 2) 70% exhibit desired change in targeted behaviors; 3) 70% are satisfied with program.

- Briefly describe what services and/or activities will be provided to the program's target population to achieve those outcomes.

1) Exposure Sessions: Mentors will reach large numbers of youth through one-off sixty to ninety-minute sessions intended to inspire them to engage with writing and music. Our main partners in these sessions will be teams at the Juvenile Justice Center and staff involved in MNPS disciplinary activity. In addition to inspiring participants to adopt the social emotional processing tools of writing and music, the sessions will allow us to identify youth inclined for more extensive program participation and support. We will serve 100 youth through exposure sessions.

2) The Studio Experience: The Studio Experience connects interested and engaged youth from the exposure sessions to studio space in the community where mentors can continue to mentor, support, and interact with youth. Young people often return to the same environments which led them to their difficulties, which makes it challenging to forge a new path. Through the Studio Experience, we are offering them new spaces, new mentors, new communities, and new activities which will foster a new direction towards a sustainable lifestyle and more successful choices. The Studio Experience is a 24-hour experience which weaves project-based skill development in music and writing with personal development. Each week includes 1) project focus; 2) music and writing skill focus; and 3) personal development focus. We will serve 50 youth through The Studio Experience program. This is a duplicated number fed by exposure sessions and school-based activity.

3) School Based Mentors and Studio Activity: SW will implement aspects of The Studio Experience within school music studios and school settings. As the local technical assistance partner with Save the Music Foundation, we have already helped support music studios at Antioch, Lawson, Overton, Stratford, and Johnson Alternative High Schools. We therefore have the relationships to have a mentor presence at key partner schools and understand how to navigate schools and school schedules logistically to find time with students. This makes the desired connections between school and out-of-school engagement possible. We will serve 300 youth through the school-based aspect of the program.

- Describe a typical day.

This is an overview of the full Studio Experience program, which can be delivered in its entirety or in portions based on the amount of time we can secure with participants in the various settings.

Project, Music, & Writing Skills Focus

Week 1 - Concepting, telling their story, identifying powerful source material; writing a hook

Week 2 - Naming your album, developing stories for the public; using your voice on a mic

Week 3 - Developing a sound that fits with your story; cohesive beat selection

Week 4 - Completing your first track; writing a chorus

Week 5 - Collaboration, new opportunities for inspiration; wordplay

- Week 6 - Learning the story of “them”: figurative language 1
 - Week 7 - Completing your second track: receiving feedback and revising
 - Week 8 - Preparing for interviews: figurative language 2
 - Week 9 - Distribution and promotion: critical listening
 - Week 10 - Competing your third track: talking about the mix
 - Week 11 - Facing the future–What’s Next? Rehearsing, memorizing, preparing for big moments
 - Week 12 – Listening session – survey – post assessment
- Final Deliverables:** Listening Party, 3 Track EP with 1 Collaboration, Interview, Album Art: Participant has language tools necessary to express themselves through a song using various literary and performance strategies to effectively represent their point of view.

Personal Development Focus (artistic / personal)

- Week 1 - Studio etiquette / 3 Personal goals
- Week 2 - Interacting with producers / Representing yourself at spotlight moments
- Week 3 - Punctuality / Managing anxiety
- Week 4 - Networking / Making good choices
- Week 5 - Respect of different people – putting ego aside / Building your bridges and resources
- Week 6 – Repairing relationships / Reconnecting with people - family you need to be around
- Week 7 – Cultural differences – conflict management – navigating power
- Week 8 - How to wrap up – how to finish / 3 Personal goals revisited – how to transition
- Week 9 – Identifying your artistic community / identifying your personal community
- Week 10 – How to get closer intentionally to your artistic goals / To your personal goals
- Week 11 – Interviews – tell your artistic story / Tell your story outside of music
- Week 12 – Revisiting artistic and personal goals

- Describe the program’s processes for collecting data and state the indicators that will be tracked to demonstrate that the outcomes have been achieved.

SW will work with the Juvenile Justice Center to track data related to youth offenders during the reporting period. Additionally, SW will assess changes in social emotional development, connectedness and belonging, and communications skills using a pretest-posttest. This survey, designed by Evaluation Design for SW programs, will be modified to align with objectives specific to this grant. Surveys will be administered at the beginning and the end of the program. Participants will be counted as achieving positive growth if their posttest survey mean is greater than their pretest mean.

These are assessment measures from our current program pre-post survey:

1. I like to write.
2. I feel confident expressing myself through writing.
3. Writing helps me to process and understand my emotions.
4. I write a lot.
5. I want to be a better writer.
6. I can complete a creative writing or music project on my own.
7. I am confident speaking in front of others.

8. I need better strategies to help me process my feelings.
9. I can verbally express myself with others.
10. Writing helps me process my feelings.
11. Sometimes I don't know how to best express myself.
12. Hearing others' stories helps me to better understand them.
13. I am good at explaining how I feel to others.
14. I have someone I can go to for advice or support.
15. I feel positive about my future.
16. I sometimes give up when faced with a challenge.
17. Doing a creative project helps me feel more positive.
18. Music helps me process my feelings.
19. I am comfortable interacting with people I do not know.
20. I feel motivated to pursue my dreams.

SW's external evaluator is Carol Nixon, Ph.D. Carol Nixon has over 25 years of experience in the design, implementation, evaluation, and quality improvement of youth development strategies and interventions including education, health, and social services including systems-level, multi-sector, collective impact initiatives. Much of her work has focused on increasing positive youth health, mental health, education, and safety outcomes by designing, implementing, and evaluating school and community-based interventions. Dr. Nixon's expertise includes youth social emotional learning, substance use prevention and intervention, school safety, school climate improvement, and whole-school educational reform. She has a doctorate in Applied Social Psychology from Vanderbilt University with an emphasis in youth mental health services and program evaluation. She is Managing and Principal Consultant for Evaluation Design.



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Department of Finance
700 President Ronald Reagan Way, STE 201
Nashville, Tennessee 37210

**Metropolitan Government of Nashville and Davidson County
Recipient of Metro Grant Funding
Certifications of Assurance**

As a condition of receipt of this funding, the Recipient assures that it will comply fully with the provisions of the following laws.

- The Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. Section 12116;
- Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this funding, the signee hereby certifies, to the best of his or her 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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient shall 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 sub-recipients of federally appropriated funds shall certify and disclose accordingly.

Signature of Authorized Representative

Name: Benjamin Smith

Title: Executive Director

Agency Name: Southern Wood

Date: 6/11/25



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Department of Finance
700 President Ronald Reagan Way, STE 201
Nashville, Tennessee 37210

**Metropolitan Government of Nashville and Davidson County
Recipient of Metro Grant Funding
Non-Profit Grants Manual Receipt Acknowledgement**

As a condition of receipt of this funding, the recipient acknowledges the following:

- Receipt of the Non-Profit Grants Manual, updated February 2, 2023, issued by the Division of Grants and Accountability. Electronic version can be located at the following: Non-Profit Grant Resources
- The recipient has read, understands and hereby affirms that the agency will adhere to the requirements and expectations outlined within the Non-Profit Grants Manual.
- The recipient understands that if the organization has any questions regarding the Non-Profit Grants Manual or its content, they will consult with the Metro department that awarded their grant.

**Note to Organizations: Please read the Non-Profits Grants Manual carefully to ensure that you understand the requirements and expectations before signing this document.*

Signature of Authorized Representative

Name: Benjamin Smith

Title: Executive Director

Agency Name: Southern World

Date: 6/11/25

 **IRS** Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248454921
Aug. 26, 2011 LTR 4168C E0
26-3547391 000000 00
00013800
BODC: TE

SOUTHERN WORD INC
% BENJAMIN SMITH
1704 CHARLOTTE AVE SUITE 200
NASHVILLE TN 37203-2972



016614

Employer Identification Number: 26-3547391
Person to Contact: MS. EVANS
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your Aug. 17, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in MARCH 2009.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.



STATE OF TENNESSEE
Tre Hargett, Secretary of State
 Division of Business Services
 William R. Snodgrass Tower
 312 Rosa L. Parks AVE, 6th FL
 Nashville, TN 37243-1102

Southern Word, Inc.
 1704 CHARLOTTE AVE
 SUITE 200
 NASHVILLE, TN 37203

June 3, 2011

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Control # : 584655 Status: Active
 Filing Type: Corporation Non-Profit - Domestic

Document Receipt

Receipt # : 482361	Filing Fee:	\$20.00
Payment-Check/MO - YOUTH SPEAKS NASHVILLE, INC., NASHVILLE, TN		\$20.00

Amendment Type: Articles of Amendment Image # : 6899-0667
 Filed Date: 06/03/2011 2:24 PM

This will acknowledge the filing of the attached articles of amendment with an effective date as indicated above. When corresponding with this office or submitting documents for filing, please refer to the control number given above.

You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee.

Tre Hargett
 Tre Hargett
 Secretary of State

Field Name	Changed From	Changed To
Filing Name	YOUTH SPEAKS NASHVILLE, INC.	Southern Word, Inc.

**CHARTER
OF
YOUTH SPEAKS NASHVILLE, INC.**

RECEIVED
STATE OF TENNESSEE

2008 AUG 25 PM 3: 30

RILEY DARNELL
SECRETARY OF STATE

The undersigned person, having capacity to contract and acting as the incorporator of a corporation organized under the Tennessee Nonprofit Corporation Act, as amended, adopts the following Charter for such corporation:

1. The name of the corporation shall be "Youth Speaks Nashville, Inc." **FILED**
2. The duration of the corporation is perpetual.
3. The street address of the registered office, the zip code of such office and the county in which the office is located is: 1221 16th Avenue South, Nashville, Tennessee 37212, Davidson County. The name of the registered agent at that office is Benjamin Smith.
4. The street address of the principal office of the corporation in the State of Tennessee is: 1221 16th Avenue South, Nashville, Tennessee 37212, Davidson County.
5. The name of the incorporator is Benjamin Smith, whose address is 1221 16th Avenue South, Nashville, Tennessee 37212, Davidson County.
6. The incorporator shall elect the initial Board of Directors and shall take such other appropriate action incident to the organization of the Corporation.
7. The corporation is a nonprofit corporation.
8. The corporation is a public benefit corporation.
9. The corporation shall have no members.
10. The corporation is organized exclusively for the following charitable and educational purposes:
 - a. through the literary and performing arts, to offer creative solutions for youth to build literacy and presentation skills, reconnect to their education and to their lives, and act as leaders in the improvement of their communities;
 - b. and including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.
11. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause above. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence

6368.0864

RECEIVED
STATE OF TENNESSEE
2008 AUG 23 PM 3:30
SECRETARY OF STATE

0308.0005

legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

- 12. Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.
- 13. Subject to paragraphs 10 and 11, full control and management over the activities and affairs of the Corporation shall be vested in the Board of Directors. The number and terms of directors of the Corporation shall be fixed by, or in the manner provided in, the Bylaws of the Corporation.
- 14. A director of the Corporation shall not be personally liable to the Corporation for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation, (ii) for acts or omissions not in good faith, or that involve intentional misconduct or knowing violation of law, or (iii) for unlawful distributions under T.C.A. § 48-58-304. If the Tennessee Nonprofit Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of directors of the Corporation shall be eliminated or limited to the fullest extent permitted by the Tennessee Nonprofit Corporation Act, as so amended.

Dated this 25th day of August, 2008.

INCORPORATOR:



Benjamin Smith

Details



SOUTHERN WORD, INC.



Entity Type: Nonprofit Corporation

Formed in: TENNESSEE

Term of Duration: Perpetual

Religious Type: Non-Religious

Benefit Type: Public Benefit Corporation

Status: Active

Control Number: 000584655

Initial Filing Date: 8/25/2008 3:30:00 PM

Fiscal Ending Month: December

AR Due Date: 04/01/2026

Registered Agent

BENJAMIN SMITH

1704 CHARLOTTE AVE STE 200

NASHVILLE, TN 37203

Principal Office Address

1704 CHARLOTTE AVE STE 200

NASHVILLE, TN 37203-2979

Mailing Address

1704 CHARLOTTE AVE STE 200

NASHVILLE, TN 37203-2979

AR Standing: Good



Secretary of State Tre Hargett

Tre Hargett was elected by the Tennessee General Assembly to serve as Tennessee's 37th secretary of state in 2009 and re-elected in 2013, 2017, 2021, and 2025. Secretary Hargett is the chief executive officer of the Department of State with oversight of more than 300 employees. He also serves on 16 boards and commissions, on two of which he is the presiding member. The services and oversight found in the Secretary of State's office reach every department and agency in state government.

Details



SOUTHERN WORD, INC.



Entity Type: Nonprofit Corporation

Formed in: TENNESSEE

Term of Duration: Perpetual

Religious Type: Non-Religious

Benefit Type: Public Benefit Corporation

Status: Active

Control Number: 000584655

Initial Filing Date: 8/25/2008 3:30:00 PM

Fiscal Ending Month: December

AR Due Date: 04/01/2026

Registered Agent

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AR Standing: Good

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Details



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NASHVILLE, TN 37203-2979

AR Standing: Good

Details



SOUTHERN WORD, INC.

1704 CHARLOTTE AVE., STE 200 NASHVILLE TN 37203

Mr. BENJAMIN SMITH

(615) 686-5456

www.youthspeaknashville.org

Status: Active

CO Number: COI3503

Registration Date: 05/21/2009

Renewal Date: 03/31/2026

Purpose

Offer creative solutions to build youth literacy

Financials (21)

Fiscal Year End	Total Revenue
06/30/2024	\$759,027.00
06/30/2023	\$703,424.00
06/30/2022	\$561,963.00
06/30/2021	\$528,869.00
06/30/2020	\$541,178.00
06/30/2019	\$522,199.00



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Tre Hargett was elected by the Tennessee General Assembly to serve as Tennessee's 37th secretary of state in 2009 and re-elected in 2013, 2017, 2021, and 2025. Secretary Hargett is the chief executive officer of the Department of State with oversight of more than 300 employees. He also serves on 16 boards and commissions, on two of which he is the presiding member. The services and oversight found in the Secretary of State's office reach every department and agency in state government.



Details



SOUTHERN WORD, INC.

1704 CHARLOTTE AVE., STE 200 NASHVILLE TN 37203

Mr. BENJAMIN SMITH

(615) 686-5456

www.youthspeaknashville.org

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06/30/2019	\$522,199.00

Tennessee Code Unannotated

State Comptroller

State Treasurer

Title VI Information

Public Records Policy and Records Request Form



SUBSCRIBE

SOUTHERN WORD, INC.
FINANCIAL STATEMENTS AND
INDEPENDENT AUDITOR'S REPORT
JUNE 30, 2025

SOUTHERN WORD, INC.

Table of Contents

June 30, 2025

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Statement of Functional Expenses	6
Notes to Financial Statements	7



PURYEAR &
NOONAN, CPAs

Independent Auditor's Report

To the Board of Directors
Southern Word, Inc.
Nashville, Tennessee

Opinion

We have audited the accompanying financial statements of Southern Word, Inc. (the Organization), a non-profit organization, which comprise the statement of financial position as of June 30, 2025, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2025, and the changes in its net assets and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

(Auditor's report continued on next page)

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



Puryear & Noonan, CPAs
Nashville, Tennessee
January 15, 2026

Southern Word, Inc.
Statement of Financial Position
June 30, 2025

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
<u>Assets</u>			
Current Assets			
Cash	\$ 38,671	\$ 2,000	\$ 40,671
Investments	71,780	-	71,780
Accounts receivable	<u>108,826</u>	<u>32,060</u>	<u>140,886</u>
Total Current Assets	<u>219,277</u>	<u>34,060</u>	<u>253,337</u>
Total Assets	<u>\$ 219,277</u>	<u>\$ 34,060</u>	<u>\$ 253,337</u>
<u>Liabilities and Net Assets</u>			
Current Liabilities			
Accrued expenses and liabilities	<u>\$ 15,595</u>	<u>\$ -</u>	<u>\$ 15,595</u>
Total Current Liabilities	<u>15,595</u>	<u>-</u>	<u>15,595</u>
Net Assets			
Without donor restrictions	203,682	-	203,682
With donor restrictions	<u>-</u>	<u>34,060</u>	<u>34,060</u>
Total Net Assets	<u>203,682</u>	<u>34,060</u>	<u>237,742</u>
Total Liabilities and Net Assets	<u>\$ 219,277</u>	<u>\$ 34,060</u>	<u>\$ 253,337</u>

See independent auditor's report and accompanying notes to financial statements.

Southern Word, Inc.
Statement of Activities and Changes in Net Assets
For the Year Ended June 30, 2025

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Public Support and Revenue			
Earned income	\$ 399,100	\$ 5,500	\$ 404,600
Grants	141,531	26,560	168,091
Contributions	50,828	-	50,828
Performances	15,040	-	15,040
Sponsorships	5,500	-	5,500
Investment gain, net	5,416	-	5,416
Contribution of nonfinancial assets	5,170	-	5,170
Fundraising revenue	2,100	-	2,100
Other income	<u>1,723</u>	<u>-</u>	<u>1,723</u>
Total Public Support and Revenue	<u>626,408</u>	<u>32,060</u>	<u>658,468</u>
Expenses			
Program Services			
Program	532,223	-	532,223
Supporting Services			
Management and general	142,411	-	142,411
Fundraising	<u>7,144</u>	<u>-</u>	<u>7,144</u>
Total Expenses	<u>681,778</u>	<u>-</u>	<u>681,778</u>
Change in Net Assets	(55,370)	32,060	(23,310)
Net Assets - Beginning of Year	<u>259,052</u>	<u>2,000</u>	<u>261,052</u>
Net Assets - End of Year	<u>\$ 203,682</u>	<u>\$ 34,060</u>	<u>\$ 237,742</u>

See independent auditor's report and accompanying notes to financial statements.

Southern Word, Inc.
Statement of Cash Flows
For the Year Ended June 30, 2025

Cash Flows from Operating Activities	
Change in Net Assets	\$ (23,310)
Adjustments to Reconcile Change in Net Assets to Net Cash Used for Operating Activities	
Unrealized gain on investments	(2,736)
(Increase) Decrease in Operating Assets	
Accounts receivable	(4,971)
Increase (Decrease) in Operating Liabilities	
Accrued expenses and liabilities	(16,297)
Deferred revenue	<u>(4,950)</u>
Net Cash Used for Operating Activities	<u>(52,264)</u>
Cash Flows from Investing Activities	
Purchases of investments	<u>(3,772)</u>
Net Cash Used for Investing Activities	<u>(3,772)</u>
Decrease in Cash	(56,036)
Cash - Beginning of Year	<u>96,707</u>
Cash - End of Year	<u>\$ 40,671</u>

See independent auditor's report and accompanying notes to financial statements.

Southern Word, Inc.
Statement of Functional Expenses
For the Year Ended June 30, 2025

	<u>Supporting Services</u>			
	<u>Program</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>Total</u>
Salaries and wages	\$ 499,429	\$ 96,048	\$ 1,530	\$ 597,007
Dues and subscriptions	692	8,277	-	8,969
Insurance	-	6,743	-	6,743
Printing	7,920	-	140	8,060
Office expense	20	1,608	-	1,628
Professional fees	279	16,583	-	16,862
Program expenses	6,660	-	1,030	7,690
Rental	-	6,150	-	6,150
Travel	16,810	-	-	16,810
Event production	413	-	4,444	4,857
Bank fees	-	832	-	832
In-Kind rent and IT Services	-	5,170	-	5,170
Miscellaneous	-	1,000	-	1,000
Total Expenses	<u>\$ 532,223</u>	<u>\$ 142,411</u>	<u>\$ 7,144</u>	<u>\$681,778</u>
Percent of Total Expenses	<u>78%</u>	<u>21%</u>	<u>1%</u>	<u>100%</u>

See independent auditor's report and accompanying notes to financial statements.

Southern Word, Inc.
Notes to Financial Statements
June 30, 2025

Note 1 - Summary of Significant Accounting Policies

Organization and Purpose

Southern Word, Inc. (the Organization) is a non-profit organization that offers creative solutions for youth to build literacy and presentation skills, reconnect to their education and lives, and act as leaders in the improvement of their communities through the literary and performing arts primarily in Middle Tennessee. The Organization is committed to providing youth, especially in under-served communities, with as many opportunities as possible to develop and publicly present their voices both live and in print, video, audio, and digital media.

Basis of Accounting

The accompanying financial statements of the Organization are prepared using the accrual basis of accounting, under which revenues are recognized when earned rather than when collected and expenses are recognized when incurred rather than when disbursed.

Financial Statement Presentation

The accompanying financial statements of the Organization report its financial information according to the following net asset classifications:

Net Assets Without Donor Restrictions - Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. Net assets without donor restrictions may be designated for specific purposes by action of the Board of Directors (the Board). The Board has not designated any funds in 2025.

Net Assets With Donor Restrictions - Net assets subject to stipulations imposed by donors and grantors that can be fulfilled by actions of the Organization pursuant to those restrictions or that expire by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the Statement of Activities and Changes in Net Assets. As of June 30, 2025, the Organization had \$2,000 in net assets for the 10th anniversary book and \$32,060 in net assets subject to time restrictions.

Contributions which are received as temporary restricted and whose restrictions are met within the same year, are shown as unrestricted support on a first-in, first-out basis.

Measure of Operations

The Statement of Activities and Changes in Net Assets reports changes in net assets, including changes in net assets from operating and non-operating activities. Operating activities consist of those items attributable to the Organization's ongoing activities. Non-operating activities are limited to resources that generate return from donor-restricted contributions, net assets released for capital expenditure, and other activities considered to be of a more unusual or non-recurring

Southern Word, Inc.
Notes to Financial Statements (Continued)

nature.

Program and Supporting Services - Functional Expenses

The following program and supporting services are included in the accompanying financial statements on the Statement of Functional Expenses.

Program Services - include activities carried out to fulfill the Organization's mission of offering creative solutions for youth to build literacy and presentation skills, reconnect to their education and lives, and act as leaders in the improvement of their communities through the literary and performing arts.

Supporting Services - Management and General - relates to the overall direction of the Organization. These expenses are not identifiable with a particular program, event or fundraising, but are indispensable to the conduct of those activities and are essential to the Organization. Specific activities include organizational oversight, business management, record keeping, budgeting, financing, and other administrative activities.

Supporting Services - Fundraising - includes cost of activities directed toward appeals for financial support and the cost of solicitations and creation and distribution of fundraising materials.

Classification of Expenses

Expenses are classified functionally as a measure of service efforts and accomplishments. Direct expenses, incurred for a single function, are allocated entirely to that function. Joint expenses, applicable to more than one function, are allocated on the basis of objectively summarized information or management estimates.

Use of Estimates

Management of the Organization has made a number of estimates and assumptions relating to the reporting of assets and liabilities and disclosure of contingent assets and liabilities to prepare these financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Actual results could differ from those estimates.

Fair Value Measurements

The Organization follows Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820-10, *Fair Value Measurements*, with respect to its financial assets and liabilities. Fair value is defined as the price that would be received to sell an asset in the principal or most advantageous market for the asset in an orderly transaction between market participants on the measurement date. Fair value should be based on the assumptions market participants would use when pricing an asset. U.S. GAAP established a fair value hierarchy that prioritized investments based on those assumptions. The fair value hierarchy gives the highest priority to quoted prices in active markets (observable inputs) and the lowest priority to an entity's assumptions (unobservable inputs). The Organization groups assets at fair value based on the markets in which the assets and liabilities are traded, and the reliability of the assumptions used to determine fair value. These levels are as follows:

Level 1 – Unadjusted quoted market prices for identical assets or liabilities in active markets as of the measurement date.

Southern Word, Inc.
Notes to Financial Statements (Continued)

Level 2 – Other observable inputs, either directly or indirectly, including:

- Quoted prices for similar assets/liabilities in active markets;
- Quoted prices for identical or similar assets in non-active markets;
- Inputs other than quoted prices that are observable for the asset/liability; and,
- Inputs that are derived principally from or corroborated by other observable market data.

Level 3 – Unobservable inputs that cannot be corroborated by observable market data.

U.S. GAAP requires disclosure of an estimate of fair value of certain financial instruments. The Organization's significant financial instruments are cash, investments, accounts receivable, and other short-term assets and liabilities. For these financial instruments, carrying values approximate fair value.

Investment Valuation

Investments in mutual funds and marketable securities with readily determinable fair values and all investments in debt securities are measured on a recurring basis at their fair values in the Statement of Financial Position. Unrealized gains and losses are included in the Statement of Activities and Changes in Net Assets.

Accounts Receivable

Accounts receivable primarily represent amounts due from grants and programs and events. The Organization expenses bad debt in the period in which the receivable is deemed uncollectible. No allowance for credit losses has been recorded in the current year as management believes all amounts are fully collectible.

Property and Equipment

Property and equipment are recorded at cost or at appraised value if donated. Depreciation is computed by the straight-line method based on estimated useful lives of the related assets. Expenditures for maintenance and repairs and items less than \$2,500 are expensed when incurred. Expenditures for renewals or betterments are capitalized. When property is retired or sold, the cost and the related accumulated depreciation are removed from the accounts, and the resulting gain or loss is included in other income on the Statement of Activities and Changes in Net Assets. As of June 30, 2025, the Organization had no property and equipment.

Right-of-Use Assets and Liabilities

Right-of-Use (ROU) assets represent the right to use the underlying assets for the lease term and the lease liabilities represent the obligation to make lease payments arising from the leases. ROU assets and liabilities with a term greater than twelve months are recognized at commencement date based on the present value of future lease payments over the lease term, which includes only payments that are fixed and determinable at the time of commencement. When readily determinable, the Organization uses the interest rate implicit in a lease to determine the present value of future lease payments. For leases where the implicit rate is not readily determinable, the Organization's incremental borrowing rate is used. The Organization calculates its incremental borrowing rate on a periodic basis using a third-party financial model that estimates the rate of interest the Organization would have to pay to borrow an amount equal to the total lease payments on a collateralized basis over a term similar to the lease. The Organization applies its incremental borrowing rate using a portfolio approach. The ROU assets also include any lease payments made

Southern Word, Inc.
Notes to Financial Statements (Continued)

prior to commencement and are recorded net of any lease incentives received. Lease terms may include options to extend or terminate the lease when it is reasonably certain that the Organization will exercise such options.

Revenue Recognition

Contributions

The Organization receives support from foundations and individuals for the multiple projects that it performs to offer creative solutions for youth to build literacy and presentation skills through literary and performing arts. Contributions from these individuals or foundations are given and have no barrier to recognition. The Organization records the contributions when received either as contributions with or without donor restrictions based upon the presence or absence of donor-imposed restrictions. Revenue from special events is recognized when it is earned, generally when the event occurs.

Grants

The Organization receives grant revenue from agreements, typically with various foundations, that fund specific activities of the Organization. The grants are of three primary types: unconditional contributions, conditional contributions, and exchange transactions. An agreement is a contribution if its primary purpose is to enable the Organization to provide a service to or for the general public rather than to serve the direct needs of the granting or contracting party. In other words, the agreement is a contribution if any benefit to the granting or contracting party is indirect and insubstantial as compared to the public benefit. The Organization recognizes grant and contract revenue associated with unconditional contributions without donor stipulations as revenue and net assets without donor restrictions. Unconditional contributions with a donor stipulation that limits their use are reported as revenue and net assets with donor restrictions. When a donor stipulated restriction ends or a purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the Statement of Activities and Changes in Net Assets as net assets released from restrictions. The Organization recognizes grant and contract revenue associated with conditional contributions as earned when the conditions are met (allowable expenses have been incurred or as milestones are met) as net assets without donor restrictions. Any unused funds are forfeited, and if any expenditures are unallowed, the Organization is required to refund the amounts drawn down. In contrast, if the grant or contract provides a benefit directly to the granting or contracting party, the agreement is an exchange transaction with a customer.

Contributions of Non-Financial Assets

The Organization recognizes contributed non-financial assets within revenues in the Statement of Activities and Changes in Net Assets consisting of donated storage space. Unless otherwise noted, contributed non-financial assets do not have any donor-imposed restrictions. The Organization records contributed non-financial assets at fair value when determinable, otherwise at value indicated by the donor, if material. As of June 30, 2025, a total of \$5,170 of contributed non-financial office space and IT services were recognized as both revenues and expenses in contribution of non-financial assets on the Statement of Activities and Changes in Net Assets and in in-kind expenses on the Statement of Functional Expenses.

Southern Word, Inc.
Notes to Financial Statements (Continued)

Deferred Revenue

Deferred revenue represents deposits received on programs and events and grants received in advance of fulfilling the grant deliverables. The Organization recognizes the deferred revenue as revenue once the program or event is complete, or the grant deliverables are fulfilled. There was no deferred revenue as of June 30, 2025.

Income Taxes

The Organization is exempt from income taxes under the provisions of Internal Revenue Service (IRS) Code Section 501(c)(3), and, accordingly, no provision for income taxes is included in the financial statements.

The Organization follows FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, as it relates to uncertain tax positions. For all tax positions taken by the Organization, management believes it is clear that the likelihood is greater than 50% that the full amount of the tax position taken will be ultimately realized. Therefore, management believes that no liability for unrecognized tax benefits should be recorded related to uncertain tax positions taken on returns for the three most recent years filed, or expected to be taken in the Organization's current year tax return. The Organization identifies its major tax jurisdictions as the U.S. Federal and the State of Tennessee. However, the Organization is not currently under audit nor has the Organization been contacted by either of these jurisdictions. As of June 30, 2025, the Organization has accrued no interest or penalties related to uncertain tax positions. The Organization is not aware of any tax positions for which it is reasonably possible that the total amounts of unrecognized tax benefits will change in the next twelve months.

Events Occurring After Reporting Date

The Organization has evaluated events and transactions that occurred between July 1, 2025 and January 15, 2026, which is the date that the financial statements were available to be issued, for possible recognition or disclosure in the financial statements.

Note 2 - Adoption of New Accounting Pronouncements

From time-to-time, new accounting pronouncements are issued by the FASB or other standards setting bodies that the Organization adopts as of the specified effective date. Unless otherwise discussed, management believes the impact of any other recently issued standards that are not yet effective are either not applicable at this time or will not have a material impact on the financial statements upon adoption.

Southern Word, Inc.
Notes to Financial Statements (Continued)

Note 3 - Availability and Liquidity

The Organization's financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the Statement of Financial Position date, are as follows:

Cash	\$	40,671
Investments		71,780
Accounts receivable		<u>140,886</u>
 Total financial assets available to be used within one year		 253,337
Less - Net assets with donor restrictions		<u>(34,060)</u>
 Financial assets available to meet general expenditures over the next twelve months	 \$	 <u>219,277</u>

As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due.

Note 4 - Investments

The following table sets forth by level, within the fair value hierarchy, the Organization's assets at fair value as of June 30, 2025:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Mutual funds	\$ <u>71,780</u>	\$ _____ -	\$ _____ -	\$ <u>71,780</u>
Total financial assets	\$ <u>71,780</u>	\$ _____ -	\$ _____ -	\$ <u>71,780</u>

At June 30, 2025, the amounts invested, market value, and yields are summarized as follows:

Market value	\$	71,780
Carrying value - cost		<u>62,559</u>
Unrealized gain	\$	<u>9,221</u>
 Investment income	 \$	 1,956
Net unrealized gain		2,736
Net realized gain		<u>724</u>
Investment income, net	\$	<u>5,416</u>

Southern Word, Inc.
Notes to Financial Statements (Continued)

At June 30, 2025, the allocation of the investment portfolio is as follows:

Mutual funds	\$ <u>71,780</u>
	\$ <u>71,780</u>

The Organization utilizes various investment instruments. Included in investment income are capital gain and dividends earned from shares of stocks. Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. Due to the level of risk associated with various investments, it is reasonably possible that changes in the values of certain investments will occur in the near term and that such changes could materially affect the amounts reported on the financial statements.

Note 5 - Lease Commitments

The Organization entered into a lease agreement with McKendree United Methodist Church to rent a small amount of storage space for \$300 a month. The agreement states the annual lease shall be in force from beginning August 31, 2020 and shall thereafter stay in force until it is revised or terminated. The Organization’s obligation is \$3,600 annually.

Note 6 - Credit Risk and Other Concentrations

The Organization maintains its checking accounts at financial institutions whose accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to statutory limits. The standard FDIC insurance amount is limited to \$250,000 per depositor, per insured bank. Therefore, amounts in excess of this \$250,000 held by the Organization as of, and during the year ended June 30, 2025, were uninsured and uncollateralized.

Note 7 - Concentrations

The majority of the Organization's revenue is derived from individuals, government entities, and foundations in the Middle Tennessee area. The Organization received 42% of its total revenue from various Metropolitan Nashville Public Schools in 2025. Also, this entity comprises approximately 46% of total accounts receivable at June 30, 2025. The Organization has not experienced, nor do they anticipate any losses with respect to such amounts.

