RESOLUTION NO. RS2026 - ____

A resolution approving the Second Amendment to a Grant Subcontract between the Metropolitan Government of Nashville and Davidson County, acting by and through the Juvenile Justice Center (Metro Juvenile Court), and Southern Word.

WHEREAS, pursuant to RS2024-881, the Metropolitan Government of Nashville and Davidson County ("Metro") previously entered into a grant contract with the State of Tennessee, Department of Finance and Administration, and the Office of Criminal Justice Programs, (collectively, the "State"), to administer federal grant funds for the improvement of the criminal justice system under the Byrne State Crisis Intervention Program; and,

WHEREAS, to fulfill the requirements of the grant contract, Metro entered into a subcontract agreement with Southern Word; and,

WHEREAS, this subcontract was included as an exhibit to RS2024-881; and,

WHEREAS, this subcontract was previously executed and amended by RS2025-1380 to provide funding for FY26, and to update various scopes of services provided by the subcontractor; and,

WHEREAS, the parties wish to amend this agreement again to provide funding for FY27, extend the contract term, update the scope of services, and to update required language; and,

WHEREAS, it is to the benefit of the citizens of the Metropolitan Government of Nashville and Davidson County that these amendments thereto be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Second Amendment between the Metropolitan Government and Southern Word is hereby approved.

Section 2. The Metropolitan Government is hereby authorized to enter into the amended grant subcontract with Southern Word attached hereto and incorporated herein, to provide funding for FY27, extend the contract term, update the scope of services, and to update required language.

Section 3. That this Resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:
Jenneen Reed/mjw
62377A2A8742469...
Jenneen Reed
Director of Finance

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Lexie Ward
6A5DC7C9494243F...
Assistant Metropolitan Attorney

INTRODUCED BY:

____

____

____
Member(s) of Council

SECOND AMENDMENT TO GRANT CONTRACT BETWEEN

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

AND

SOUTHERN WORD

This Second Grant Contract Amendment is entered into pursuant Resolution RS2024-881, by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and Southern Word ("Recipient").

It is mutually agreed by and between Metro and Recipient, that Grant Contract #L-6376 is hereby amended as follows:

I. Section B.1 of the Grant Contract is deleted in its entirety and replaced with the following:

B.1. Grant Contract Term. The term of this Grant will commence on July 1, 2026, and end of June 30, 2027. Metro will have no obligation for services rendered by the Grantee which are not performed with this term.

II. Section C.1 of the Grant Contract is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed thirty thousand dollars and zero cents ($30,000.00). The FY 27 Grant Spending Plan, attached hereto, will constitute the maximum amount to be provided to the Recipient by Metro for all the Grantee'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 Grantee. 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.

III. Attachment A-1 (Grant Spending Plan) to the Grant Contract is supplemented with the FY27 Grant Spending Plan, labeled as Attachment A-3 that is attached hereto and incorporated herein.

IV. Section C.3 of the Grant Contract is amended adding the following sentence after the date "July 7, 2025":

"Final Invoices for FY 2027 contract period must be received by July 7, 2027."

V. Section D.9 of the Grant Contract is amended by reflecting the amendment as provided to Section B.1 of the Grant contract and extending all FY 27 Report Dates as written to the same dates in 2027.

VI. Attachment originally labeled "Scope of Services/Project Narrative" to the Grant Contract is deleted in its entirely and replaced with the Attachment labeled as "Scope of Services/Project Narrative FY27".

VII. Section D.14 of the Grant Contract is deleted in its entirety and replaced with the following:

D.14 Indemnification and Hold Harmless. To the extent permitted by law, the Grantee agrees to indemnify and hold harmless Metro, and the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Grantee, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Grantee further agrees that to the extent permitted by law, it shall be liable for the reasonable cost of attorney's fees, court costs, expert witness fees, and other litigation expenses for Metro or the State to enforce the terms of this Grant Contract.

VIII. The Grant Contract is amended by adding the following new section:

D.36 Dismantling DEI Acts. The Grantee agrees to comply with Tennessee 114th General Assembly 2025-2026 public chapters 0458 and 0459 and all related provisions of Tennessee law regarding the Dismantling DEI in Departments Act and Dismantling DEI in Employment Act, as they relate to unlawful diversity, equity and inclusion programming, eligibility practices and discriminatory hiring practices. The Grantee shall require all contractors, subcontractors, and vendors to comply with these public chapters and related law, and shall monitor these entities for compliance as part of its oversight of these entities

IX. **Effective Date.** This Grant Contract Amendment shall 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. The revisions set forth herein shall become effective once the Grant Contract Amendment has been so signed and filed. All other terms and conditions of the Grant Contract not expressly amended herein shall remain in full force and effect

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Second Amendment to Grant contract between the Metropolitan Government of Nashville and Davidson County and SOUTHERN WORD Contract #L- 6376

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Nicole Whitlock

Nicole Whitlock
Juvenile Court Deputy Court Administrator
Finance, HR, and IT

RECIPIENT: Southern Word

Executive Director
Southern Word

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Aaron Pratt
DB5984A42DF04C4...

Office of Management and Budget

Signed by:
Jenneen Reed/mjw
62377A2A8742469...

Director of Finance

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Lexie Ward
6A5DC7C9494243F...

Assistant Metropolitan Attorney

FILED IN THE OFFICE OF THE METROPLITAN CLERK:

Metropolitan Clerk

ATTACHMENT A-3

GRANT BUDGET				
AGENCY NAME: Southern Word				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 07/01/2026 END: 06/30/2027				
	EXPENSE OBJECT LINE-ITEM CATEGORY	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
	Salaries and Wages	$0.00	$0.00	$0.00
	Benefits and Taxes (PERCENT)	$0.00	$0.00	$0.00
	Professional Fees	$30,000.00	$0.00	$30,000.00
	Supplies	$0.00	$0.00	$0.00
	Communications	$0.00	$0.00	$0.00
	Postage and Shipping	$0.00	$0.00	$0.00
	Occupancy	$0.00	$0.00	$0.00
	Equipment Rental and Maintenance	$0.00	$0.00	$0.00
	Printing and Publications	$0.00	$0.00	$0.00
	Travel/Conferences and Meetings	$0.00	$0.00	$0.00
	Insurance	$0.00	$0.00	$0.00
	Specific Assistance to Individuals	$0.00	$0.00	$0.00
	Other Non-Personnel	$0.00	$0.00	$0.00
	GRAND TOTAL	**$30,000.00**	**$0.00**	**$30,000.00**

Total Match Amount	$0.00		
Total Match Percentage	0.0000%	UNKNOWN	**Fund Source**

:t must be pre-approved by Juvenile Court to be eligible for reimbursement)

GRANT BUDGET LINE-ITEM DETAIL:
Southern Word

SALARIES, WAGES, BENEFITS AND TAXES:	**AMOUNT**
Summary of individual positions that will support project activities. Review Instuctions for examples.	$0.00
Position 1: *Job Title Salary / Benefits, Estimated Percentage of Time*	$0.00
Position 2: *Job Title Salary / Benefits, Estimated Percentage of Time*	$0.00
Position 3: *Job Title Salary / Benefits, Estimated Percentage of Time*	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$0.00**

Note: Benefits must be calculated at the same or lesser percentage as the salary for each position.

PROFESSIONAL FEES:	**AMOUNT**
Project Director, Executive Director at $1,582.00 ($35 X40 hours). Project Lead at $4,577.00 ($30 X 135 hours). Assistant Lead at $ 2,260.00 ($25 X 80 hours). Writer or Music Mentor at $2000.00 (20 exposure sessions at $100 ($2000). Writer/Performance Mentor coordination hours at $1, 376.00 (Mentor planning and marketing coordination hours ($32 X 43). Writer/Performance Mentor at $ 6000.00 (24 hours of Studio Experience @ $50/hour X 5 serier). Music Production Mentor $ 6000.00 ((24 hours of Studio Experience @ $50/hour X 5 serier). Listening Sessions at $1, 750.00 (3.5 hour listening session at $ 100 / hour X 5 sessions for 2 mentors). Program Assessment at $ 1, 750.00 ($100.00/hour X 17.5 hours. Indirect Cost X 10% at $2, 795.00	$30,000.00
TOTAL	**$30,000.00**

SUPPLIES:	**AMOUNT**
<Please provide description here>	$0.00
<Please provide description here>	$0.00
<Please provide description here>	$0.00
<Please provide description here>	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$0.00**

COMMUNICATIONS:	**AMOUNT**
<Please provide description here>	$0.00
<Please provide description here>	$0.00
<Please provide description here>	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$0.00**

POSTAGE AND SHIPPING:	**AMOUNT**
TOTAL	**$0.00**

OCCUPANCY:	**AMOUNT**
<Please provide descriptions of occupancy here>	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$0.00**

EQUIPMENT RENTAL AND MAINTENANCE:	**AMOUNT**
<Please provide description of equipment and manintenance here>	$0.00
Repeat row (s) as Necessary	$0.00
TOTAL	**$0.00**

PRINTING AND PUBLICATIONS:	**AMOUNT**
<Please provide description here>	$0.00

TOTAL	$0.00

TRAVEL/CONFERENCE AND MEETINGS:	AMOUNT
<Please provide description of travel, conferences, meetings here>	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	$0.00

INSURANCE:	AMOUNT
<Please provide description of Insurance here>	$0.00
Repeat row (s) as Necessary	$0.00
TOTAL	$0.00

SPECIFIC ASSISTNACE TO INDIVIDUALS:	AMOUNT
<Please provide description of specific assistance to individuals here>	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	$0.00

OTHER NON-PERSONNEL:	AMOUNT
<Please provide description here>	$0.00
<Please provide description here>	$0.00
<Please provide description here>	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	$0.00

Scope of Services/Project Narrative

Project Title: Nashville-Davidson County High Risk GRIP Project

Funded by the Byrne State Crisis Intervention Program (SCIP)

Agency Name: Southern Word, Inc.

Agency Program Monitor Contact Information:

Name: Benjamin Smith

Address: 1704 Charlotte Ave, Suite 200 Nashville, TN 37203

Phone: 615-686-5456

Email: benjamin@southernword.org

Agency Financial Monitor Contact Information:

Name: Amber McCullough

Address: 1704 Charlotte Ave, Suite 200 Nashville, TN 37203

Phone: 615-686-5456

Email: amber@southernword.org

Project Plan:

Southern Word has a long history of placing underrepresented mentors in institutions and systems which lack accessibility. This has primarily occurred in school systems where 50 to 70% of SW mentors have been Black men despite only having a 2% presence in the teaching profession nationwide. The youth justice system is another crucial system which requires the presence of positive, role models who reflect the service population. Having culturally responsive role models who reflect the background and identity of the youth being served fills important gaps in social emotional development, aspirational life paths, and connected relationships. This need for better representation in mentors for court involved youth speaks to both the race and gender dynamics of our society and this initiative.

SW will offer a series of workshop sessions focused on writing, performance, music production, and personal development for youth engaged with GRIP. The sessions use music and writing as an engagement point around which to generate the connection, trust, reflection, hope and community necessary to guide young people towards healthier, more constructive choices for themselves.

The project implementation will have the following tiers of delivery:

1) Exposure Sessions – 20 one-time sixty-to-ninety-minute sessions – 20 youth served - Mentors will expose youth entering the program to writing, music production, and performance as a way of gauging interest in more extended engagement with the program. For SW, engagement is more important than initial aptitude because engagement is what will ultimately drive the youth's growth and their success in the program.

2) Studio Experience Sessions – 6 four-hour sessions – 12 youth served The Studio Experience connects activity with the Juvenile Justice Center to studio space outside of juvenile court where mentors can continue to mentor, support, and interact with court-involved 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 Southern Word 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 will be delivered as a 6-week program 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 as follows:

Project, Music, & Writing Skills Focus

Week 1

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

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

Week 2

- Developing a sound that fits with your story; cohesive beat selection
- Completing your first track; writing a chorus

Week 3

- Collaboration, new opportunities for inspiration; wordplay
- Learning the story of "them"; figurative language 1

Week 4

- Completing your second track; receiving feedback and revising
- Preparing for interviews; figurative language 2

Week 5

- Distribution and promotion; critical listening
- Competing your third track; talking about the mix

Week 6

- Facing the future–What's Next? Rehearsing, memorizing, preparing for big moments
- Listening session – survey – post assessment

Final Deliverables: Participant has language tools necessary to express themselves through a song using various literary and performance strategies to effectively represent their point of view. Participant will have the opportunity to participate in one optional listening session where they can share their music with music experts, families, and friends.

Scope of Services/Project Narrative

Project Title: Nashville-Davidson County High Risk GRIP Project

Funded by the Byrne State Crisis Intervention Program (SCIP)

Personal Development Focus (artistic / personal)

Week 1

- Studio etiquette / 3 Personal goals
- Interacting with producers / Representing yourself at spotlight moments

Week 3

- Punctuality / Managing anxiety
- Networking / Making good choices

Week 3

- Respect of different people – putting ego aside / Building your bridges and resources
- Repairing relationships / Reconnecting with people - family you need to be around

Week 4

- Cultural differences – conflict management – navigating power
- How to wrap up – how to finish / 3 Personal goals revisited – how to transition

Week 5

- Identifying your artistic community / identifying your personal community
- How to get closer intentionally to your artistic goals / To your personal goals

Week 6

- Interviews – tell your artistic story / Tell your story outside of music
- Revisiting artistic and personal goals

Total unduplicated youth: 20

Total intensive cohort: 12

Scope of Services/Project Narrative

Project Title: Nashville-Davidson County High Risk GRIP Project

Funded by the Byrne State Crisis Intervention Program (SCIP)

Program Goals and Objectives

Southern Word's goals support the Juvenile Court's overarching **Goal 2** of increasing positive life skills by participating in community mentoring programs. Our goa for our community mentoring program is as follows:

Goal 1: Expand network of creative engagement opportunities through writing and music available for youth engaged in GRIP. SW has piloted programs for Juvenile Detention Center youth. This proposal extends the opportunity to youth in GRIP.

Objective 1.1: Build partnership with GRIP team to establish exposure and referral system for their youth.

Activity 1.1: Calendarize specific intake assessment sessions for youth entering the GRIP program to evaluate potential for deeper engagement within program activities.

Objective 1.2: Train additional mentors in program delivery to increase program slots and expand access to program.

Activity 1.2: Set up hiring and onboarding process for one to two additional mentors who are ideally suited for the nature of the program.

Objective 1.3: Expand coordinating infrastructure and tools to support mentors and youth in program execution and assessment.

Activity 1.3: Assign GRIP program functions to administrative team so that they can support all elements of program roll-out.

Scope of Services/Project Narrative

Project Title: Nashville-Davidson County High Risk GRIP Project

Funded by the Byrne State Crisis Intervention Program (SCIP)

Goal 2: Equip participants with the social emotional and self-expression skills that allow them to process their experiences, build healthier spaces and communities for themselves, and make choices that lead them to engaged, constructive, and sustainable lives.

Objective 2.1: Develop social emotional competencies of youth so they are better equipped to successfully navigate relationships and experiences in their lives.

Activity 2.1: Integrate social emotional check-ins and coaching into studio sessions with a focus on skills necessary for interpersonal success.

Objective 2.2: Develop writing, music production, and presentation skills of youth so they can represent themselves, tell their stories effectively, and chart their own narratives.

Activity 2.2: Execute all studio sessions according to program timeline, tracking with program emphasis for each session.

Objective 2.3: Support youth in building, repairing, and initiating relationships that form a healthier network and community from which they can build sustainable lives.

Activity 2.3: Integrate and execute relationship coaching as part of studio session engagement plan.

Scope of Services/Project Narrative

Project Title: Nashville-Davidson County High Risk GRIP Project

Funded by the Byrne State Crisis Intervention Program (SCIP)

Performance Measures and Evaluation:

Southern Word will deliver 20 exposure sessions serving 20 youth.

Southern Word will deliver the six-week studio experience series up to 4 times, serving a total of 12 youth with each series consisting of 6 four-hour studio experience sessions.

In partnership with GRIP, SW is prepared to report on the output indicators and outcome indicators for participating youth:

1) 25% or less offend during the reporting period;

2) 25% or less reoffend during the reporting period;

3) 60% exhibit desired change in targeted behaviors;

4) 65% complete program requirements;

5) 70% are satisfied with program.

Program Inputs:

Partners: Southern Word; GRIP; Juvenile Justice Program; The Hydeout

This project incorporates the following evidence-aligned strategies[1]:

a) Engages mentors, which is a practice that "provides at-risk youth with a positive and consistent adult or older peer contact to promote healthy development and functioning by reducing risk factors (such as lack of commitment to school or drug use) and strengthening protective factors (such as healthy beliefs and prosocial involvement)[2]

b) Includes cultural responsiveness, adaptations, and matching

Scope of Services/Project Narrative

Project Title: Nashville-Davidson County High Risk GRIP Project

Funded by the Byrne State Crisis Intervention Program (SCIP)

c) Coordinates systems to create new partnerships and offer access to new opportunities and role models

d) Incorporates opportunities for individualized formats

e) Emphasizes cognitive and interpersonal skills content

f) Program dosage is once a week and more than 10 weeks in length

[1] JJIE Hub: Reform Trends – Evidence-based Practices: Juvenile Justice Information Exchange

[2] Developing Evidence-based Practice Guidelines for Youth Programs: Technical Report on the Core Components of Interventions that Address Social Competence (Wilson, Jao, Aloe) – US Department of Health and Human Services

Data Collection:

For outcomes related to participants offending or reoffending, we will rely on information from the Davidson County Juvenile Court. We partner with Evaluation Design for external program assessment, and we will evolve an existing program survey to meet the needs of this program. This will cover outcomes related to targeted behaviors and program satisfaction. Our administrative team will be responsible for ensuring evaluation implementation.

Program Monitoring:

Project budget includes costs for administrative oversight of project, which will include quarterly in-person and virtual check-ins with program and administrative staff to track actuals versus promised deliverables as listed. This will include a touch base with the GRIP team to ensure that we are meeting their expectations, are synchronized with their program visions, and leveraging potential synergies between the program partners.

Program Evaluation Plan:

Through the performance measures and evaluation, data collection, and program monitoring, we have the tools necessary to evaluate the program throughout the project. In addition to tools, check-ins and how young people show up to the program will be the most immediate signal of our level of program success. The corrective action that is necessary will mostly likely be related to program design. We will alter program strategies and tactics if we find that young people are not engaging or not responding to the services as anticipated.

Scope of Services/Project Narrative

Project Title: Nashville-Davidson County High Risk GRIP Project

Funded by the Byrne State Crisis Intervention Program (SCIP)

Attach program Budget and Budget Narrative

Attach Agency Organizational Chart

CORPORATE BYLAWS
OF
SOUTHERN WORD, INC.

ARTICLE I
CORPORATION

SECTION 1.1. **Corporate Name**. The name of the corporation shall be Southern Word, Inc., a Tennessee public benefit corporation organized pursuant to the Tennessee Nonprofit Corporation Act (the "Act").

SECTION 1.2. **Corporate Offices**. The corporation shall have and continuously maintain in the State of Tennessee a registered office and registered agent whose office address is identical with such registered office. The corporation shall have a principal office at 1704 Charlotte Ave, Nashville, Tennessee 37203, or at such other place as shall be designated by the board of directors and may have other offices within or without the State of Tennessee as the board of directors may from time to time determine.

SECTION 1.3. **Corporate Purposes**. The corporation is organized exclusively for the following charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any corresponding section of any future federal tax code (the "Code"):

> **(A)** to offer creative solutions through the literary and performing arts 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, 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;
>
> **(B)** to contract with other organizations, for profit or nonprofit, with individuals and with governmental agencies in furtherance of such purposes; and,
>
> **(C)** to engage in other activities in furtherance of such purposes and exercise any and all powers, rights, and privileges as may be authorized by the Charter of this corporation and that are permitted to be carried on by an entity either (i) exempt from Federal income taxation under Section 501(c)(3) of the Code, or (ii) to which contributions are deductible under Section 170(c)(2) of the Code.

SECTION 1.4. **Restrictions on Purpose and Activities**. Notwithstanding any other provisions of these bylaws to the contrary, the following restrictions shall apply to the purposes, operations and activities of the corporation:

> **(A)** the purposes of the corporation shall in all events be religious, charitable, scientific, literary or educational within the meaning of Section 501(c)(3) of the Code and shall be consistent with the requirements of Section 501(c)(3) and either Section

509(a)(2) or Section 509(a)(3) of the Code and all applicable Treasury Regulations issued thereunder;

(B) no part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its directors, officers, employees 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 herein;

(C) no part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, nor intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office except as authorized under the Code; and

(D) notwithstanding any other provision of these bylaws, the corporation shall not carry on any other activities not permitted to be carried on (i) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Code, or (ii) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

SECTION 1.5. **Members**. The corporation shall not have any members, voting or otherwise.

SECTION 1.6. **Corporate Dissolution**. Upon the dissolution of the corporation, after paying or making provision for the payment of all of the liabilities and obligations of the corporation, the assets of the corporation shall be distributed pursuant to a plan of distribution adopted by the board of directors, to such organization(s) organized and operated exclusively for religious, charitable, educational and scientific purposes as shall at the time qualify as an organization(s) exempt from federal income taxation under Section 501(c)(3) of the Code, or to the federal government, or a state or local government for a public purpose, as determined by the board of directors. 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 that are organized and operated exclusively for such purposes, provided that such organization(s) are exempt from federal income taxation under Section 501(c)(3) of the Code.

ARTICLE II
BOARD OF DIRECTORS

SECTION 2.1. **Governance**. The policy making powers of the corporation shall be vested in and exercised by the board of directors (referred to in these bylaws as the "board" or "board of directors") that shall have charge, control and responsibility for the management of the policies, property, affairs and funds of the corporation and that shall alone determine compliance with the corporation's stated purposes and have the power and authority to do and perform all acts or functions not inconsistent with these bylaws or the corporation's charter. Specifically, the board is authorized and empowered to create, appoint, establish or name such committees,

CORPORATE BYLAWS
OF
SOUTHERN WORD, INC.

ARTICLE I
CORPORATION

SECTION 1.1. **Corporate Name**. The name of the corporation shall be Southern Word, Inc., a Tennessee public benefit corporation organized pursuant to the Tennessee Nonprofit Corporation Act (the "Act").

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SECTION 1.3. **Corporate Purposes**. The corporation is organized exclusively for the following charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any corresponding section of any future federal tax code (the "Code"):

(A) to offer creative solutions through the literary and performing arts 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, 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;

(B) to contract with other organizations, for profit or nonprofit, with individuals and with governmental agencies in furtherance of such purposes; and,

(C) to engage in other activities in furtherance of such purposes and exercise any and all powers, rights, and privileges as may be authorized by the Charter of this corporation and that are permitted to be carried on by an entity either (i) exempt from Federal income taxation under Section 501(c)(3) of the Code, or (ii) to which contributions are deductible under Section 170(c)(2) of the Code.

SECTION 1.4. **Restrictions on Purpose and Activities**. Notwithstanding any other provisions of these bylaws to the contrary, the following restrictions shall apply to the purposes, operations and activities of the corporation:

(A) the purposes of the corporation shall in all events be religious, charitable, scientific, literary or educational within the meaning of Section 501(c)(3) of the Code and shall be consistent with the requirements of Section 501(c)(3) and either Section

509(a)(2) or Section 509(a)(3) of the Code and all applicable Treasury Regulations issued thereunder;

(B) no part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its directors, officers, employees 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 herein;

(C) no part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, nor intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office except as authorized under the Code; and

(D) notwithstanding any other provision of these bylaws, the corporation shall not carry on any other activities not permitted to be carried on (i) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Code, or (ii) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

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ARTICLE II
BOARD OF DIRECTORS

SECTION 2.1. **Governance**. The policy making powers of the corporation shall be vested in and exercised by the board of directors (referred to in these bylaws as the "board" or "board of directors") that shall have charge, control and responsibility for the management of the policies, property, affairs and funds of the corporation and that shall alone determine compliance with the corporation's stated purposes and have the power and authority to do and perform all acts or functions not inconsistent with these bylaws or the corporation's charter. Specifically, the board is authorized and empowered to create, appoint, establish or name such committees, councils, board officer positions or other person or persons to exercise some or all of the powers that would otherwise be exercisable by the board as the board shall deem necessary or appropriate and shall have the power by resolution to delegate and designate those powers, rights and privileges of the board that shall be vested in and exercised by one or more such committees, counsels, board officer positions or other person or persons to the extent permitted by the charter of the corporation, these bylaws and the applicable provisions of the Act.

SECTION 2.2. **Number and Composition; Initial Board**. The number of members of the board of directors shall be not less than three (3) nor more than thirty (30). The initial board shall consist of nine (9) directors. Successors to the initial board of directors shall be elected as set forth in Section 2.3. The specific number of directors shall be set and established from time to time by resolution of the board adopted by the affirmative vote of the majority of the members of the board then in office; provided, however, that the number of directors shall not be less than the number authorized by this Section 2.2.

SECTION 2.3. **Election and Term**. Each member of the board of directors, other than the initial members of the board of directors as designated in Section 2.2, shall be nominated and elected by the members of the board of directors then serving as provided in Section 2.5 of these bylaws. During the first year, directors shall be elected for staggered terms of approximately one and two years, in order properly to stagger the terms thereafter and permit expiration of terms immediately following the annual meeting. Following the first year of the corporation, each director shall serve for a term of two years, or until a successor is selected. No director shall serve for more than three consecutive terms. Terms shall be established so that no more than one-half (1/2) of the directors will be elected each year. A director who shall be elected to the board to fill any vacancy on the board shall serve for the remainder of the unexpired term that such director is filling. Notwithstanding that a director may be elected for a designated term, a director shall continue to serve as a director until his successor has been nominated and elected pursuant to the provisions of these bylaws.

SECTION 2.4. **Qualifications of Board Members**. To be eligible for board membership election, a candidate shall be a natural person who, at the time of election, shall be at least 18 years of age who shall, in the determination of the board, 1) exemplify qualities of honesty, integrity, and sound moral character and (2) be committed to support and uphold the purposes, mission and general policies of the corporation and have a willingness and ability to devote necessary time to board activities.

SECTION 2.5. **Method of Election; Vacancies**. The board of directors shall nominate and elect members of the board, fill vacancies on the board as often as vacancies occur, whether such vacancies are due to expansion, resignation, expiration of term, death or for any other reason and designate the term of service of each elected member of the board consistent with these bylaws. In the event only one candidate is nominated to fill any vacant seat, the candidate so nominated shall be elected by a vote of a majority of the directors then in office. In the event two or more candidates are nominated to fill any vacant seat, the candidate with the greatest number of votes cast by the directors then in office shall be elected to such seat.

councils, board officer positions or other person or persons to exercise some or all of the powers that would otherwise be exercisable by the board as the board shall deem necessary or appropriate and shall have the power by resolution to delegate and designate those powers, rights and privileges of the board that shall be vested in and exercised by one or more such committees, counsels, board officer positions or other person or persons to the extent permitted by the charter of the corporation, these bylaws and the applicable provisions of the Act.

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SECTION 2.6. **Resignation and Removal**. Any director may resign at any time by giving written notice of such resignation to the board of directors. Any board member may be removed with or without cause by a majority vote of the directors then in office.

SECTION 2.7. **Quorum and Voting Requirements**. A quorum of the board shall consist of a majority of the directors in office immediately before a meeting begins. If a quorum is present when a vote is taken, then, except as provided otherwise herein, in the charter or by applicable law, the affirmative vote of a majority of directors present is the act of the board.

ARTICLE III
MEETINGS OF THE BOARD OF DIRECTORS

SECTION 3.1. **Regular Meetings of the Board**. The board shall hold regular meetings at least annually at the principal office of the corporation or at such other place as may be designated from time to time by the board, for the purpose of transacting such business as may be required or permitted pursuant to the corporation's charter, these bylaws or as may otherwise be properly presented to the board. The frequency, date and time for regular meetings shall be established and be subject to change as determined by the board of directors.

SECTION 3.2. **Special Meetings of the Board**. Special meetings of the board may be called by the board chairman, the Executive Director or upon receipt of the written request of a majority of the directors.

SECTION 3.3. **Notice of Board Meeting**. Regular meetings of the board may be held without notice. Written notice of all special board meetings shall be by any reasonable means, including first class mail, facsimile transmission, electronic mail or hand delivery. Unless properly waived, notice shall be given to each director at least twenty-four hours before the time of the meeting. Any notice of a special meeting of the board that is not given at least three (3) days before the meeting shall be given by facsimile transmission, electronic mail or hand delivery to each director or may be given by telephonic notice so long as such telephonic notice is confirmed in writing prior to the time of the meeting. Notwithstanding the preceding, any action of the board (i) to remove a director, or (ii) to approve a matter that would require approval by members if the corporation had members, shall not be valid unless each director is given at least seven (7) days written notice that the matter will be voted upon at a director's meeting or unless notice is waived pursuant to the Act.

SECTION 3.4. **Action by Written Consent**. Any action required or permitted to be taken by the directors of the corporation may be taken without a meeting on written consent, if all directors consent to taking such action without a meeting. In such case, the affirmative vote of the number of directors that would be necessary to authorize such action at a meeting shall be considered the action of the board. The written consent shall set forth the action taken and shall be signed by each director supporting the action taken.

SECTION 3.5. **Meeting by Telephone or Video Conference**. All members of the board or of any committee of the board may participate in and act at any meeting of such board or committee by means of conference telephone, video or other similar communication equipment so long as all persons participating in the meeting can simultaneously hear each other; provided that a majority of such members consent in writing to the recording of the minutes of such communications and provided that such recording is in fact made and becomes a part of the official corporate records. Participation in such a meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

SECTION 3.6. **Procedure at Meetings**. Robert's Rules of Order Revised (latest edition) shall govern procedure at all meetings of all boards and committees on matters that are not covered by these bylaws.

SECTION 3.7. **Advisory Directors**. The board of directors may, in its discretion, from time to time designate persons as advisory members of the board of directors for such term or terms as the board shall determine, who shall be entitled to attend all meetings of the board and express their views, but who shall not be entitled to vote on matters coming before the board of directors.

ARTICLE IV
BOARD COMMITTEES

SECTION 4.1. **General Committees**. Committees of the board may be standing or special as designated by the board from time to time and shall be authorized or established by the board. Committees may be created or terminated at any time by resolution of the board. Except as provided in the Act, members of any standing or special committee may be members of the board or other natural persons, and they shall serve at the pleasure of the board. Subject to limitations imposed by applicable law, such committees shall have such authority as shall be delegated by the board.

SECTION 4.2. **Executive Committee**. An Executive Committee may be established, whose members shall be appointed or elected from the board of directors. Members of the Executive Committee, at the discretion of the board, may be authorized to address and act on issues and concerns of the corporation. Specific authorizations will be established by the board.

SECTION 4.3. **Appointment**. Committees may be appointed by the board for such tasks as circumstances warrant. A committee shall limit its activities to the accomplishment of the tasks for which it is appointed and shall have no power to act except as specifically conferred by action of the board. The board shall appoint a member of the committee to serve as chairman.

SECTION 4.4. **General Committee Procedures**. Each committee shall record minutes of its deliberations, recommendations and conclusions and shall promptly deliver a copy of such minutes to the secretary of the corporation. Reasonable notice of the meetings of any committee shall be given to the members thereof. The committee chairman may invite to any committee meeting such individuals as he or she may select who may be helpful to the deliberations of the committee. A majority of the members of each committee shall constitute a quorum for the transaction of business and the act of a majority of the members of any committee present at a meeting at which a quorum is present shall be the action of the committee. Each committee may operate through the establishment of one or more subcommittees to be composed of such members of the committee and to have such duties and responsibilities as shall be delegated to the subcommittee by the committee. Each committee may adopt rules for its own operations and that of its subcommittees not inconsistent with these bylaws, the policies of the board, the charter of the corporation, or the Act.

ARTICLE V
OFFICERS OF THE CORPORATION

SECTION 5.1. **Designation of Corporate Officers**. The officers of the corporation shall be an Executive Director, a secretary, and a treasurer each of whom shall be elected by the board of directors. The board may also elect such other officer positions as the board of directors may from time to time deem necessary or appropriate.

SECTION 5.2. **Term and Removal**. An officer may be elected or appointed for a designated term or for an unspecified term but shall continue to hold office until a successor shall have been duly elected or appointed in accordance with these bylaws. Any two (2) or more offices may be held by the same person except the offices of Executive Director and secretary. Any officer may be removed from office at any time with or without cause by action of the board of directors.

SECTION 5.3. **Duties of the Executive Director**. The Executive Director shall be the chief executive officer of the corporation, shall be responsible for implementing and carrying out corporate policies established by the board of directors of the corporation and advising the board on and making recommendations to the board regarding the formation of such policies, and shall be responsible for representing the corporation in its relationships with any affiliated entities. The Executive Director shall attend meetings of the board as an ex officio member, but shall not be entitled to vote or exercise any powers or authority of a director at such meetings. The Executive Director shall carry out such duties as shall be necessary to ensure that this corporation carries out all policies established by the board of directors of this corporation in a manner that is not inconsistent with the mission or purposes of the corporation. The Executive Director shall have such other duties and authority that such position customarily requires, including those duties assigned from time to time by the board of directors.

SECTION 5.4. **Duties of the Secretary**. The secretary shall act as a secretary of the corporation and the board, shall send appropriate notices or waivers of notice regarding board meetings, shall prepare agendas and other materials for all meetings of the board, shall act as official custodian of all records, reports and minutes of the corporation, the board and all committees, shall be responsible for the keeping and reporting of adequate records of all meetings of the board, shall certify as to actions taken by the board, shall authenticate records of the corporation and shall perform such other duties as are customarily performed by or required of corporate secretaries.

SECTION 5.5. **Duties of Treasurer.** The treasurer shall have charge and custody of, and be responsible for, all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the directives of the board of directors, taking proper vouchers for such disbursements, and render to the board of directors, an accounting of all the transactions of the treasurer and of the financial condition of the corporation; and in general perform all duties incident to the office of treasurer and such other duties as may from time to time be assigned to him or her by the Executive Director or by the board of directors.

SECTION 5.6. **Salaries and Expenses.** The officers of the corporation shall be entitled to reasonable compensation, as may be set by the board of directors from time to time, for services rendered to the corporation. Reasonable expenses incurred by all of the officers of the board of directors in the course of coordinating the affairs of the corporation shall be reimbursed by the corporation upon proper substantiation. No officer shall be prevented from receiving reasonable compensation by reason of the fact that he also is a member of the board of directors.

ARTICLE VI
FISCAL MATTERS

SECTION 6.1. **Fiscal Year**. The fiscal year of the corporation shall commence on July 1 of each year and shall end on June 30 of each year, except as the board in its discretion shall otherwise determine.

SECTION 6.2. **Contracts**. The Executive Director and his express designees shall be authorized to execute contracts on behalf of the corporation. In addition, the board may authorize other officers or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, with such authority being either general or confined to specific instances.

SECTION 6.3. **Loans and Indebtedness**. No loans shall be contracted on behalf of the corporation, and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the board. Such authority may be general or confined to specific instances. No loan shall be granted to an officer or director of the corporation.

SECTION 6.4. **Checks, Drafts, Etc**. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation or to the corporation shall be signed or endorsed by such officer or officers or agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the board.

SECTION 6.5. **Deposits**. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as shall be approved by the board.

SECTION 6.6. **Maintenance of Records**. The corporation shall keep correct and complete books and records of account and other records of the activities of the corporation as may be appropriate. All such records shall be open to inspection upon the demand of any member of the board of directors.

SECTION 6.7. **Gifts**. The board may accept on behalf of the corporation any contribution, gift, bequest or devise for the general purpose or any special purposes of the corporation.

SECTION 6.8. **Investment Authority.** The board of directors shall be authorized to retain assets distributed to the corporation, even though such assets may constitute an over-concentration in one or more similar investments. Further, the board of directors shall have the authority to make investments in unproductive property, or to hold unproductive property to the extent necessary until it can be converted into productive property at an appropriate time, provided the retention of such property is in the best interest of the corporation and does not in any way jeopardize the tax-exempt status of the corporation.

ARTICLE VII
INDEMNIFICATION

SECTION 7.1. **Scope of Indemnification**. Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action by or in the right of the corporation) by reason of the fact that he is or was serving as an officer or director of the corporation or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the corporation against expenses (including reasonable attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith for a purpose that he reasonably believed to be in the best interest of the corporation, and, in criminal actions or proceedings, he had no reasonable cause to believe that his conduct was unlawful, to the maximum extent permitted by and in the manner provided by the Tennessee Nonprofit Corporation Act. The corporation shall indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he was a party because he is or was a director of the corporation against reasonable expenses incurred by him in connection with the proceeding.

SECTION 7.2. **Advance for Expenses**. The corporation shall pay for or reimburse the reasonable expenses incurred by a director or officer who is a party to a proceeding in advance of final disposition of the proceeding if: (1) the director or officer furnishes the corporation a written affirmation of his good faith belief that he has met the standard of conduct described in Section 7.1 of this Article or is immune from suit under Section 48-58-601 of the Tennessee Nonprofit Corporation Act; (2) the director or officer furnishes the corporation a written undertaking, executed personally or on his behalf, to repay the advance if it is ultimately determined that he is not entitled to indemnification; and (3) a determination is made that the facts then known to those making the determination would not preclude indemnification under the Tennessee Nonprofit Corporation Act. The undertaking required of the director or officer must be an unlimited general obligation of the director or officer, but may be unsecured and may be accepted without reference to financial ability to make repayment. The determination and authorization of payments under this section shall be governed by Section 48-58-506 of the Tennessee Nonprofit Corporation Act.

SECTION 7.3. **Insurance**. The corporation shall have power to purchase and maintain insurance on behalf of any person, who is or was an officer, director, employee, or agent of the corporation, or is or was serving at the request of the corporation as an officer, director, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power or would be required to indemnify him against such liability under the provisions of this Article.

ARTICLE VIII
AMENDMENTS

These bylaws may be amended by the affirmative vote of a majority of the members of the board then in office at any regular meeting or any special meeting of the board.

ARTICLE IX
EXEMPT STATUS

The corporation has been organized and will be operated exclusively for exempt purposes within the meaning of Section 501(c)(3) of the Code and, as such, will be exempt from taxation under Section 501(a) of the Code. The corporation intends to apply for recognition of its exempt status by filing Internal Revenue Service Form 1023. Any provision of these Bylaws or of the Charter which would in any manner adversely affect the corporation's tax exempt status shall be void and shall be deleted or modified as necessary to comply with all applicable federal and state requirements for the maintenance of the corporation's tax exempt status.

CERTIFICATE

The undersigned, Benjamin Smith, Executive Director of Southern Word, Inc., hereby certifies that the foregoing Corporate Bylaws of Youth Speaks Nashville Inc. were adopted as Corporate Bylaws of Southern Word Inc. by nature of the corporation's name change on June 3, 2011.

Executive Director

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.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAR 12 2009

YOUTH SPEAKS NASHVILLE INC
1704 CHARLOTTE AVE., SUITE 200
NASHVILLE, TN 37212

Employer Identification Number:
26-3547391
DLN:
17053302314008
Contact Person:
TRACY P DORNETTE ID# 31330
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
August 25, 2008
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

YOUTH SPEAKS NASHVILLE INC

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Robert Choi

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC

SOUTHERN WORD, INC.

FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORT

JUNE 30, 2025

SOUTHERN WORD, INC.

Table of Contents

June 30, 2025

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)

40 Burton Hills Blvd. | Suite 170 | Nashville, TN 37215 p: (615) 296-0500 | f: (615) 296-0493
pn-cpas.com

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 PLLC

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

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

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

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

	Without Donor Restrictions	With Donor Restrictions	Total
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	1,723	-	1,723
Total Public Support and Revenue	626,408	32,060	658,468
Expenses			
Program Services			
Program	532,223	-	532,223
Supporting Services			
Management and general	142,411	-	142,411
Fundraising	7,144	-	7,144
Total Expenses	681,778	-	681,778
Change in Net Assets	(55,370)	32,060	(23,310)
Net Assets - Beginning of Year	259,052	2,000	261,052
Net Assets - End of Year	$ 203,682	$ 34,060	$ 237,742

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		(4,950)
Net Cash Used for Operating Activities		(52,264)
Cash Flows from Investing Activities		
Purchases of investments		(3,772)
Net Cash Used for Investing Activities		(3,772)
Decrease in Cash		(56,036)
Cash - Beginning of Year		96,707
Cash - End of Year	$	40,671

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

		Supporting Services		
	Program	**Management and General**	**Fundraising**	**Total**
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	$ 532,223	$ 142,411	$ 7,144	$681,778
Percent of Total Expenses	78%	21%	1%	100%

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

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 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.

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 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.

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.

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	140,886
Total financial assets available to be used within one year	253,337
Less - Net assets with donor restrictions	(34,060)
Financial assets available to meet general expenditures over the next twelve months	$ 219,277

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:

	Level 1	Level 2	Level 3	Total
Mutual funds	$ 71,780	$ -	$ -	$ 71,780
Total financial assets	$ 71,780	$ -	$ -	$ 71,780

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

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

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

Mutual funds	$ 71,780
	$ 71,780

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.

Prior SouthernWord Amendment

and

Original Contract

RESOLUTION NO. RS2025 - 1380

A resolution approving four grant subcontracts between the Metropolitan Government of Nashville and Davidson County, acting by and through the Juvenile Justice Center (Metro Juvenile Court), and Southern Word, Youth Villages, Counter Punch Youth Academy, and Health Connect America, and amendments thereto.

WHEREAS, pursuant to RS2024-881, the Metropolitan Government of Nashville and Davidson County ("Metro") previously entered into a grant contract with the State of Tennessee, Department of Finance and Administration, and the Office of Criminal Justice Programs, (collectively, the "State"), to administer federal grant funds for the improvement of the criminal justice system under the Byrne State Crisis Intervention Program; and,

WHEREAS, to fulfill the requirements of the grant contract, Metro entered into four subcontract agreements with Southern Word, Youth Villages, Counter Punch Youth Academy, and Health Connect America; and,

WHEREAS, these subcontracts were included as exhibits to RS2024-881; and,

WHEREAS, the parties wish to present these four fully executed subcontract agreements for retroactive approval of FY25 activities, and to amend these agreements to provide funding for FY26, and to update the various scopes of services provided by the subcontractors; and,

WHEREAS, it is to the benefit of the citizens of the Metropolitan Government of Nashville and Davidson County that these subcontracts and amendments thereto be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the subcontract agreements between the Metropolitan Government and Southern Word, Youth Villages, Counter Punch Youth Academy, and Health Connect America are hereby approved retroactively for FY25.

Section 2. The Metropolitan Government is hereby authorized to enter into the amended grant subcontracts with Southern Word, Youth Villages, Counter Punch Youth Academy, and Health Connect America, attached hereto and incorporated herein, to provide funding for FY26 and to update the various scopes of services.

Section 3. That this Resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:

Jenneen Reed/adm

Jenneen Reed
Director of Finance

INTRODUCED BY:

Delishia D. Porterfield

Erin Evans

Member(s) of Council

Burkley Allen

Brenda G. Gadd

Kyonzté Toombs

(N0649905.1)

D-25-13214

APPROVED AS TO FORM
AND LEGALITY:

Lexie A. Ward

Assistant Metropolitan Attorney

Southern Word

Amendment Packet

Amendment to Grant contract between the Metropolitan Government of Nashville and Davidson County and SOUTHERN WORD Contract #L- 6376

AMENDMENT TO GRANT CONTRACT BETWEEN

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

AND

SOUTHERN WORD

This Grant Contract Amendment is entered into pursuant Resolution RS2024-881, by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and Southern Word ("Recipient").

It is mutually agreed by and between Metro and Recipient, that Grant Contract #L-6376 is hereby amended as follows:

I. Section B.1 of the Grant Contract is deleted in its entirety and replaced with the following:

B.1. **Grant Contract Term.** The term of this Grant will commence on the executed contracted date between Juvenile Court and Southern Word and end on June 30, 2026. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

II. Section C.1 of the Grant Contract is deleted in its entirety and replaced with the following:

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed thirty-thousand dollars and no cents ($30,000.00). The FY 26 Grant Spending Plan, attached hereto, will constitute the maximum amount to be provided to the Recipient by Metro for all of the Grantee'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 Grantee. 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.

III. Attachment A-1 (Grant Spending Plan) to the Grant Contract is supplemented with the FY26 Grant Spending Plan, labeled as Attachment A-2 that is attached hereto and incorporated herein.

IV. Section C. 3 of the Grant Contract is amended adding the following sentence after the date "July 7, 2025":

"Final Invoices for FY2 26 contract period must be received by July 7, 2026."

V. Section D. 9 of the Grant Contract is amended by reflecting the amendment as provided to Section B.1 of the Grant contract, and extending all Report Dates as written to the same dates in 2026.

VI. Section D. 32 is amended by adding the following sentence at the end of the existing text:

"The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information, or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of subsections a-d."

VII. **Effective Date.** This Grant Contract Amendment shall 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. The revisions set forth herein shall become effective once the Grant Contract Amendment has been so signed and filed. All other terms and conditions of the Grant Contract not expressly amended herein shall remain in full force and effect.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.)

Amendment to Grant contract between the Metropolitan Government of Nashville and Davidson County and SOUTHERN WORD Contract #L- 6376

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Nicole Whitlock

Nicole Whitlock
Juvenile Court Deputy Court Administrator
Finance, HR, and IT

RECIPIENT: Southern Word

Executive Director
Southern Word

APPROVED AS TO AVAILABILITY OF FUNDS:

Jenneen Reed/adm

Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Lexie A. Ward

Assistant Metropolitan Attorney

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Austin Kyle

Metropolitan Clerk

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Southern Word
0
0

SALARIES, WAGES, BENEFITS AND TAXES:	AMOUNT
Summary of individual positions that will support project activities. Review Instuctions for examples.	$0.00
Position 1: Project Director, Executive Director	$1,582.00
Position 2: Project Lead	$4,577.00
Position 3: Assistant Lead	$2,260.00
TOTAL	**$8,419.00**

Note: Benefits must be calculated at the same or lesser percentage as the salary for each position.

PROFESSIONAL FEES:	AMOUNT
Writer or music mentor	$4,000.00
Writer/performance mentor coordination hours	$1,032.00
Writer/performance mentor	$5,800.00
Music production mentor	$5,800.00
Dr. Carol Nixon, program assessment	$1,750.00
TOTAL	**$18,382.00**

SUPPLIES:	AMOUNT
8 Headphones	$483.00
TOTAL	**$483.00**

OTHER NON-PERSONNEL:	AMOUNT
Indirect Cost	$2,716.00
TOTAL	**$2,716.00**

GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND
SOUTHERN WORD

This Grant Contract issued and entered pursuant to RS2024- 881 by and between the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro", and Southern Word hereinafter referred to as the "Grantee," is for the Southern Word program to provide mentoring through music, writing, production, and performance as further defined in the "SCOPE OF PROGRAM" (Attachment 1).

WITNESSETH

WHEREAS, Metro Juvenile Court, A Department of the Metropolitan Government of Nashville and Davidson County, is the direct Recipient of funds from the Byrne State Crisis Intervention Program grant (hereinafter called Byrne SCIP); and,

WHEREAS, Southern Word is the Grantee of funds from Juvenile Court; and,

WHEREAS, expenditures will commence on December fifteenth, 2024 through June 30, 2025; and

WHEREAS, Juvenile Court and Southern Word collaborate in a partnership to serve post-adjudicated high-risk justice involved males ages12 to18, who are at risk of delinquency; and,

WHEREAS, Grantee's goals include:

Goal 1: Expand network of creative engagement opportunities through writing and music available for youth engaged in the Juvenile Court GRIP program.

> **Objective 1.1:** Build partnership with GRIP team to establish exposure and referral system for their youth.

Activity 1.1: Calendarize specific intake assessment sessions for youth entering the GRIP program to evaluate potential for deeper engagement within program activities.

Objective 1.2: Train additional mentors in program delivery to increase program slots and expand access to program.

Activity 1.2: Set up hiring and onboarding process for one to two additional mentors who are ideally suited for the nature of the program.

Objective 1.3: Expand coordinating infrastructure and tools to support mentors and youth in program execution and assessment.

Activity 1.3: Assign GRIP program functions to administrative team so that they can support all elements of program roll-out.

Goal 2: Equip participants with the social emotional and self-expression skills that allow them to process their experiences, build healthier spaces and communities for themselves, and make choices that lead them to engaged, constructive, and sustainable lives.

Objective 2.1: Develop social emotional competencies of youth so they are better equipped to successfully navigate relationships and experiences in their lives.

Activity 2.1: Integrate social emotional check-ins and coaching into studio sessions with a focus on skills necessary for interpersonal success.

Objective 2.2: Develop writing, music production, and presentation skills of youth so they can represent themselves, tell their stories effectively, and chart their own narratives.

Activity 2.2: Execute all studio sessions according to program timeline, tracking with program emphasis for each session.

Objective 2.3: Support youth in building, repairing, and initiating relationships that form a healthier network and community from which they can build sustainable lives.

Activity 2.3: Integrate and execute relationship coaching as part of studio session engagement plan.

WHEREAS, Measurable outcomes include:

1) 25% or less offend during the reporting period.
2) 25% or less reoffend during the reporting period.

3) 60% exhibit desired change in targeted behaviors.
4) 65% complete program requirements.
5) 70% are satisfied with program.

WHEREAS, Juvenile Court and Southern Word propose to utilize twenty-nine thousand and eight hundred and seventy-nine dollars and no cents ($29, 879.00), of the Byrne SCIP grant to fund the Southern Word program.

A. SCOPE OF PROGRAM:

A.1. **SCOPE OF PROGRAM:**

A.1. The Grantee will use the funds for the following:

A.2. The Grantee shall spend these funds consistent with their proposed use in the Grantee's funding application, hereinafter referred to as the Grant Spending Plan, attached and incorporated herein as **Attachment 1**. The Grantee shall collect data as mandated by the scope of program services, OCJP Grants Manual requirements and Metro to evaluate the effectiveness of their services and shall provide those results to Metro upon request.

A.3. The Grantee shall only utilize these funds for services the Grantee provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Grantee agrees that it will not use Metro funding for services to non-Davidson County residents.

A.4. Additionally, the Grantee shall collect general demographic 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 shall commence on the executed contract date between Juvenile Court and Byrne SCIP Grant, and end on **June 30, 2025**. Metro shall have no obligation for services rendered by the Grantee which are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability.

In no event shall the maximum liability of Metro under this Grant Contract exceed twenty-nine thousand and eight hundred and seventy-nine dollars and no cents ($29, 879.00).

The FY 25 Grant Spending Plan is attached and incorporated herein as part of **Attachment 1** and shall constitute the maximum amount to be provided to the Grantee by Metro for all the Grantee's obligations hereunder.

The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other indirect and direct program costs incurred or to be incurred by the Grantee during the contract term.

This amount shall constitute the Grant Amount and the entire compensation to be provided to the Grantee by Metro.

C.2. Compensation Firm.

The maximum liability of Metro is not subject to escalation for any reason. The Grant Spending Plan amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.

C.3. Payment Methodology.

The Grantee shall be compensated electronically via Metro's portal on a reimbursement basis for actual direct program costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1.

All invoices shall be sent **electronically** to nicoleswhitlock@jisnashville.gov (Ms. Nicole Whitlock, Juvenile Court Finance Manager) and shelleyhudson@jisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager). Said payment shall not exceed the maximum liability of this Grant Contract.

Generally, invoices submitted for reimbursement will be accepted on a **monthly basis**.

Documentation to serve as proof of delivered services of a kind and type shall accompany submission of invoices in order to be eligible for payment.

The method used to document service/time records include at a minimum:

a. Hours and dates worked on the project for each professional service contract position/staff person.
b. A description of services performed for each professional service contract position/staff person; and,
c. Records of actual supplies used and/or operating expenses incurred that are allowable under the subcontract.

Final invoices for the FY 25 contract period must be received by **July 7, 2025.**

Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

C.4. Payment of Invoice.

The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall 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. All invoices submitted for reimbursement shall include the updated Certification Statement for Reimbursement Requests.

C.5. Unallowable and Unallowable Cost Requirements.

The Grantee shall meet all allowable and unallowable OCJP cost requirements. See OCJP's Grants Manual, Chapter XIV-Allowable Costs and Chapter XV-Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by OCJP and Metro, based on audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is unallowable.

State specific requirements and clarification are listed below:

C.6. Deductions.

Metro reserves the right to adjust any amounts which are or shall become due and payable to the Grantee by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Grantee under this or any Contract.

C.7. Travel Compensation.

Payment to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in OCJP's Grants Manual (See Chapter IX-Travel, Conferences, and Meetings) and be subject to the Grant Spending Plan.

C.8. Electronic Payment.

Metro requires as a condition of this contract that the Grantee shall completed and sign Metro's form authorizing electronic payments to the Grantee. Grantees who have not already submitted the form to Metro will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Grantee, under this or any other contract the Grantee has with Metro, must be made electronically.

D. **STANDARD TERMS AND CONDITIONS:**

D.1. **Required Approvals.**

Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.

D.2. **Modification and Amendment.**

The Grantee will make any proposed changes in writing to Juvenile Court. Juvenile Court will submit proposed changes in writing to OCJP for approval. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line items through submission of a revised budget to Metro Juvenile Court, giving full details supporting such requests. Grant Budget line item revisions may not be made without prior, written approval of METRO in which terms of the approved revisions are explicitly set forth.

All proposed changes must be submitted in writing to OCJP for approval. OCJP will review the requested changes to determine if the changes are allowable, and if they warrant a contract amendment. If OCJP approves of the requested changes, and it is determined that an amendment is necessary, then OCJP will initiate the contract amendment process. The contract amendment document must be signed by the subrecipient and the Commissioner of the Department of Finance and Administration *prior* to it being implemented by the subrecipient. See OCJP's Grants Manual, Chapter XVIII - Contract Amendments.

This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.

D.3. **Termination for Cause.**

Should the Grantee fail to properly perform its obligations under this Grant (e.g., termination for default in performance), Contract, or if the Grantee violates any terms of this Grant Contract, or grant is terminated due to discontinuation of federal funds; Metro shall have the right to immediately terminate the Grant Contract and the Grantee shall return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Grantee shall also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination shall not relieve the Grantee of any liability to Metro for damages sustained by virtue of any breach by the Grantee. Review OCJP's Grants Manual, Chapter XXI - Sanctions and Termination of Funding.

D.4. **Subcontracting.**

The Grantee 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 subcontractors, the Grantee shall be considered the prime Grantee and shall be responsible for all work performed.

D.5. **Conflicts of Interest.**

The Grantee acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee. The Grantee further warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract. Notwithstanding the foregoing, when administering a Federal or State grant, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs may contract with an entity for which a current employee of the State of Tennessee is providing criminal justice or victim service related professional services including training for allied professionals as an employee or independent contractor of the entity outside of his/her hours of state employment, provided that such outside employment does not violate applicable law, the state agency's policies, or create a conflict of interest.

The Grantee warrants that no part of the total Grant Amount shall 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 Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.6. **Civil Rights and Nondiscrimination.**

The Grantee hereby agrees, warrants, and assures that no person shall 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 Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The Grantee shall display The TN Department of Finance and Administration's Equal Opportunity is the Law Poster in a prominent place, located near the passageway through which the public enters. See OCJP's Grants Manual, Appendices C-Civil Rights Poster.

In the event of a formal allegation of Civil Rights discrimination, including those related to employment, or an adverse finding of discrimination against a subrecipient agency by a federal or state court or a federal or state administrative agency, OCJP the Grantee shall immediately notice shelleyhudson@jisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager) as Juvenile Court is required to notify the OCJP Civil Rights coordinator in writing by completing the Civil Rights Complaint Notification form within 45 days. See OCJP's Grants Manual, Appendices P-Discrimination Complaint Notification Form.

The Grantee is subject to the provisions and laws and regulations listed in the OCJP's Grants Manual, Chapter XXII - Civil Rights, which prohibit discrimination based on race, color, national origin, age, sex, or disability. Regulations governing Civil Rights compliance requires the Grantee to provide annual Civil Rights training for all employees by using the training program on OCJP's website https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual/civil-rights.html or another training . New Project Directors and Civil Rights Compliance Officers must complete the training program within ninety (90) days of their start date. The Project Director, Project staff and the Civil Rights Compliance Officer should complete this training annually. Training is offered through the OCJP website annually. Verification of training shall be retained in the personnel files.

D.7. Records, Records Access and Retention.

The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or duly appointed representatives. See OCJP's Grants Manual, Chapter XX - Retention of and Access to Records.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards

Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

The books, records, and documents of the Grantee insofar as they relate to work performed or money received under this Grant Contract shall be subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives.

Records Access: The Grantee shall allow Metro, Juvenile Court, OCJP, the US. Department of Justice, and the Comptroller General of the United States, or any of their duty-authorized representatives to have access, for purpose of audit and examination, to any reports pertinent to the grant upon demand. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.8. **Monitoring.**

The Grantee's activities conducted, and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the Juvenile Court Grant Management Team, OCJP, the Metropolitan Office of Financial Accountability and/or Metro's duly appointed representatives. Monitoring takes place within six (6) months of the grant's start date. Monitoring must be completed at least once during the duration of the contract and more often if changes are made to the grant or grant paid staff. Completed forms are retrained in the grant file and made available for inspections by OCJP staff. The Grantee shall make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review upon request, during normal working hours. Minimum monitoring requirements are listed on the OCJP's Subcontract Monitoring Form. See OCJP's Grants Manual, Appendices, F-Subcontract Monitoring Form outlining minimum subcontract monitoring requirements.

D.9. **Reporting.**

Reporting requirements for this grant are quarterly. Program data will be provided to Juvenile Court on a quarterly basis.

Reporting is used to monitor projects, fulfill federal grant reporting requirements, provide information for state strategies and implementation plans and assist OCJP in determining project success and funding allocations.

The Project Director is responsible for timely submission of completed program and fiscal reports. Inability to submit required reports in a timely fashion is considered a failure of required contract obligations. Unless otherwise stated, Grantees are expected to participate in all report training events offered by OCJP. Review OCJP reporting requirements under Chapter VII of the OCJP Grants Manual.

The Grantee is required to gather and maintain statistical data relating to grant project activities as required by the Office of Criminal Justice Programs. The data collected should support the information submitted on all required Metro and OCJP reports. OCJP may periodically request to see back-up data that supports the information submitted on output and outcome reports.

FY25 Metro Reports:

Metro Interim Program Report

The Grantee shall submit a Metro Interim Program Report electronically to shelleyhudson@jisnashville.gov by no later than January 6, 2025.

Metro Final Program Report

The Grantee shall submit a Metro Final Program electronically to shelleyhudson@jisnashville.gov by no later than July 31, 2025.

Annual Expenditure Report

The Grantee shall submit a final Annual Expenditure Report, to be received by the Juvenile Court Grant Management Team, within thirty (30) days of the end of the Grant Contract.

The Grantee shall submit an Annual Expenditure report electronically to nicoleswhitlock@jisnashville.gov (Ms. Nicole Whitlock, Juvenile Court Finance Manager) shelleyhudson@jisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager) on or before August 14, 2025.

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

The Grantee shall be held accountable to submit any and all required OCJP annual reports within specified time constraints. See OCJP's Grants Manual.

D.10. <u>Strict Performance.</u>

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 shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held 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.11. <u>Insurance.</u>

The Grantee agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.12. <u>Metro Liability.</u>

Metro shall have no liability except as specifically provided in this Grant Contract.

D. 13. <u>Independent Contractor.</u>

Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Grantee and Metro or to create the relationship of principal and agent between or among the Grantee and Metro. The Grantee shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D. 14. <u>Indemnification and Hold Harmless.</u>

(a) Grantee shall 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 Grantee, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Grantee, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

(b) Metro will not indemnify, defend or hold harmless in any fashion the Grantee from any claims, regardless of any language in any attachment or other document that the Grantee may provide.

(c) Grantee shall pay Metro any expenses incurred as a result of Grantee's failure to fulfill any obligation in a professional and timely manner under this Contract.

(d) Grantee's duties under this section shall survive the termination or expiration of the grant.

D.15. **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 Contract arising from a Force Majeure Event is not a breach under this 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. Grantee will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.

D.16. **State, Local and Federal Compliance.**

The Grantee agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.

D.17. **Governing Law and Venue.**

The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall be in the courts of Davidson County, Tennessee.

D.18. **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.19. Headings.

Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.20. Metro Interest in Equipment.

The Grantee shall 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" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds $5,000.00.

The Grantee 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 Grantee shall request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment shall 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.

Equipment purchased with grant funds is listed on an equipment log (See OCJP Appendices K-Project Equipment Summary Report) and note project staff using said equipment. Review OCJP Grants Manual, Chapter X Property and Equipment.

D. 21. Assignment - Consent Required.

The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Grantee under this contract, neither this contract nor any of the rights and obligations of Grantee hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Grantee from its obligations hereunder. Notice of assignment of any rights to money due to Grantee under this Contract must be sent to the attention of the Metro Department of Finance.

D.22. Gratuities and Kickbacks.

It shall 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 shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

D. 23. Confidentiality of Records.

Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by Metro or acquired by the Grantee on behalf of Metro that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of Metro or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or. information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Contract.

D.24. **Lobbying.**

The Grantee 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 undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of 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, the 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 contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-Grantees shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.25. Restriction Regarding Non-Disclosure Agreements related to Confidentiality and Reporting Waste, Fraud, and Abuse.

No Grantee under this subcontract or subaward or entity at receives any funds under this agreement, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, and abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this subaward or contract, the Grantee
   a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

   b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of)such obligations only if expressly authorized to do so by that agency.

2. If the Grantee does or is authorized to make further subawards or contracts under this subaward,
   a. It represents that: (1) it has determined that no other entity that the Grantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

   b. It certifies that, if it learns or is notified that any sub-Grantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

D.26. Public Accountability.

If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.27. Public Notice/Publications.

All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement:

"This project is funded under a Grant Contract with the State of Tennessee."

All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

Funded programs are encouraged to make the results and accomplishments of their activities available to the public (Review OCJP Grants Manual, Chapter XI Printing, Publications, and Media).

A subrecipient who publicizes project activities and results shall adhere to the following:

1. Responsibility for the direction of the project should not be ascribed to the Department of Justice, (or the Department of Health and Human Services, or the Office of Violence Against Women as appropriate in lieu of the Department of Justice) or the Tennessee Office of Criminal Justice Programs. The publication must not convey DOJ/DHHS/OVW or TN OCJP's official recognition or endorsement of the project simply by having received funding. A separate request of the State and appropriate federal agency must be made and granted for official recognition.

2. All reports, studies, notices, informational pamphlets, press releases, signs, billboards, DVDs, public awareness kits, training curricula, webinars, websites and similar public notices (written, visual or sound) prepared and released by the Grantee shall include the statement:

"This project is funded under an agreement with the State of Tennessee." Any such notices by the Subrecipient shall be approved by the State.

Additionally, studies and research/report type publications expressing the direction of project activity must also contain the following federal funding statement:

"The opinions, findings, conclusions or recommendations contained within this document are those of the author and do not necessarily reflect the views of the Department of Justice (or Department of Health and Human

Services, Office of Violence Against Women as appropriate) or the State of Tennessee, Office of Criminal Justice Programs.".

3. The subrecipient also agrees that one copy of any such publication will be submitted to the Office of Criminal Justice Programs of the Department of Finance and Administration to be placed on file and distributed as appropriate to other potential subrecipients or interested parties.

4. All publication and distribution agreements with a publisher will include provisions giving the federal government or state a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal or state government purposes.

5. Unless otherwise specified in the award, the subrecipient may copyright any books, publications, films, or other copyrightable material developed or purchased as a result of award activities. Copyrighted material shall be subject to the same provisions of the Federal government.

6. The subrecipient shall submit a publication and distribution plan to OCJP before materials developed under an award are commercially available or distributed. The plan shall include a description of the materials, the rationale for commercial publication and distribution, the criteria to be used in the selection of a publisher, and, to assure reasonable competition, the identification of firms that will be approached. **Prior OCJP approval of this plan is required for publishing project activities and results when Federal funds are used to pay for the publication.**

D. 28. Patents and Copyrights.

OCJP and/or the U.S. Department of Justice shall have irrevocable, nonexclusive royalty-free license to any invention and to reproduce, publish, and use any materials, in whole or in part, and authorize others to do so, which are produced utilizing federal and/or state funds provided under the terms of a subgrant.

D. 29. Disclosure of Personal Identity Information.

While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII. The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

D. 30. <u>Intellectual Property.</u>

The Grantee agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement, in direct relationship to and as a direct result of services provided by Grantee under this agreement. In any such claim or action brought against the

State, the Grantee shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Grantee shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Grantee notice of any such claim or suit and full right and opportunity to conduct the Grantee's own defense thereof, however, the failure of the State to give such notice shall only relieve the Grantee of its obligations under this Section to the extent Grantee can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Grantee, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann.§ 8-6-106.

D. 31. <u>Telecommunications and Surveillance.</u>

To ensure compliance with Public Law 115-232, section 889, the Office of Criminal Justice Programs (OCJP), grant funding cannot be requested for reimbursement for services or equipment from the entities listed below:

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required y 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a new contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:

a. Telecommunications equipment produced by Huawei Technologies Company of ZTE Corporation (or any subsidiary or affiliate of such entities).

b. For the purposes of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or an subsidiary or affiliate of such entities).

c. Telecommunications or video surveillance services provided by such entities or using such equipment.

d. Telecommunication or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believed to be an entity owned or controlled by, or otherwise connected to, the government of a foreign country.

D. 32. Debarment and Suspension:

The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals: a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or Appendix E- Required Subcontract Language 3 Revised March 2024 commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

D. 33: State Sponsored Insurance Plan Enrollment:

The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

D. 34: Iran Divestment Act:

The requirements of Tenn. Code Ann. § 12-12-101, et seq., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D. 35. Communications and Contacts.

All instructions, notices, consents, demands, or other communications from the Grantee required or contemplated by this Grant Contract shall be in writing and shall be made by electronic transmission, or by first class mail, addressed to the respective party at the appropriate number or address as set forth below or to such other party, number, or address as may be hereafter specified by written notice.

Metro Juvenile Court Program Accountant
Nicole Whitlock
Finance Manager
Juvenile Court
P.O. Box 196306
Nashville, Tennessee 37219-6306
Office: 615-880-2368
nicoleswhitlock@jisnashville.gov

Metro Juvenile Court Program Manager Contact:
Shelley Hudson
Special Project Program Manager
Juvenile Court
P.O. Box 196306
Nashville, Tennessee 37219-6306
Office: 615-862-8079
Cell: 615-500-3391
shelleyhudson@jisnashville.gov

Grantee Program Liaison Contact:
Name: Benjamin Smith
Title: Program Monitor
Name of Program: Southern Word
Street Address: 1704 Charlotte Ave, Suite 200
City: Nashville, TN, 37203
Office:615-686-5456
Cell: 615-686-5456
Email: benjamin@southernword.org

Effective Date.

This contract shall not be binding upon the parties until it has been signed first by the Grantee 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 shall be effective as of the date first written above.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

FY2025 Signature Page

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Jenneen Reed/adm
Director of Finance

APPROVED AS TO FORM AND LEGALITY

Lexie A. Ward
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

____
Metropolitan Clerk

GRANTEE: Southern Word

By: [signature]

Title: Executive Director

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

Notary Public

[signature]

My Commission expires 9/8/25

DAVID J POWER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Scope of Services/Project Narrative

Project Title: Nashville-Davidson County High Risk GRIP Project

Funded by the Byrne State Crisis Intervention Program (SCIP)

Agency Name: Southern Word, Inc.

Agency Program Monitor Contact Information:

Name: Benjamin Smith

Address: 1704 Charlotte Ave, Suite 200 Nashville, TN 37203

Phone: 615-686-5456

Email: benjamin@southernword.org

Agency Financial Monitor Contact Information:

Name: Amber McCullough

Address: 1704 Charlotte Ave, Suite 200 Nashville, TN 37203

Phone: 615-686-5456

Email: amber@southernword.org

Project Plan:

Southern Word has a long history of placing underrepresented mentors in institutions and systems which lack accessibility. This has primarily occurred in school systems where 50 to 70% of SW mentors have been Black men despite only having a 2% presence in the teaching profession nationwide. The youth justice system is another crucial system which requires the presence of positive, role models who reflect the service population. Having culturally responsive role models who reflect the background and identity of the youth being served fills important gaps in social emotional development, aspirational life paths, and connected relationships. This need for better representation in mentors for court involved youth speaks to both the race and gender dynamics of our society and this initiative.

SW will offer a series of workshop sessions focused on writing, performance, music production, and personal development for youth engaged with GRIP. The sessions use music and

Scope of Services/Project Narrative

Project Title: Nashville-Davidson County High Risk GRIP Project

Funded by the Byrne State Crisis Intervention Program (SCIP)

writing as an engagement point around which to generate the connection, trust, reflection, hope and community necessary to guide young people towards healthier, more constructive choices for themselves.

The project implementation will have the following tiers of delivery:

1) **Exposure Sessions** – 40 one-time sixty to ninety minute sessions – 40 youth served - Mentors will expose youth entering the program to writing, music production, and performance as a way of gauging interest in more extended engagement with the program. For SW, engagement is more important than initial aptitude because engagement is what will ultimately drive the youth's growth and their success in the program.

2) **Studio Experience Sessions** – 2 twelve-time sessions – 12 youth served The Studio Experience connects activity with the Juvenile Justice Center to studio space outside of juvenile court where mentors can continue to mentor, support, and interact with court-involved 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 Southern Word 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 12-week program 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 as follows:

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

Scope of Services/Project Narrative

Project Title: Nashville-Davidson County High Risk GRIP Project

Funded by the Byrne State Crisis Intervention Program (SCIP)

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

Scope of Services/Project Narrative

Project Title: Nashville-Davidson County High Risk GRIP Project

Funded by the Byrne State Crisis Intervention Program (SCIP)

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

Total unduplicated youth: 40

Total intensive cohort: 12

Program Goals and Objectives

Southern Word's goals support the Juvenile Court's overarching **Goal 2** of increasing positive life skills by participating in community mentoring programs. Our goa for our community mentoring program is as follows:

Goal 1: Expand network of creative engagement opportunities through writing and music available for youth engaged in GRIP. SW has piloted programs for Juvenile Detention Center youth. This proposal oxtends the opportunity to youth in GRIP.

Objective 1.1: Build partnership with GRIP team to establish exposure and referral system for their youth.

Activity 1.1: Calendarize specific intake assessment sessions for youth entering the GRIP program to evaluate potential for deeper engagement within program activities.

Objective 1.2: Train additional mentors in program delivery to increase program slots and expand access to program.

Activity 1.2: Set up hiring and onboarding process for one to two additional mentors who are ideally suited for the nature of the program.

Scope of Services/Project Narrative

Project Title: Nashville-Davidson County High Risk GRIP Project

Funded by the Byrne State Crisis Intervention Program (SCIP)

Objective 1.3: Expand coordinating infrastructure and tools to support mentors and youth in program execution and assessment.

Activity 1.3: Assign GRIP program functions to administrative team so that they can support all elements of program roll-out.

Goal 2: Equip participants with the social emotional and self-expression skills that allow them to process their experiences, build healthier spaces and communities for themselves, and make choices that lead them to engaged, constructive, and sustainable lives.

Objective 2.1: Develop social emotional competencies of youth so they are better equipped to successfully navigate relationships and experiences in their lives.

Activity 2.1: Integrate social emotional check-ins and coaching into studio sessions with a focus on skills necessary for interpersonal success.

Objective 2.2: Develop writing, music production, and presentation skills of youth so they can represent themselves, tell their stories effectively, and chart their own narratives.

Activity 2.2: Execute all studio sessions according to program timeline, tracking with program emphasis for each session.

Objective 2.3: Support youth in building, repairing, and initiating relationships that form a healthier network and community from which they can build sustainable lives.

Activity 2.3: Integrate and execute relationship coaching as part of studio session engagement plan.

Scope of Services/Project Narrative

Project Title: Nashville-Davidson County High Risk GRIP Project

Funded by the Byrne State Crisis Intervention Program (SCIP)

Performance Measures and Evaluation:

Southern will deliver 40 exposures sessions serving 40 youth and 24 studio experience sessions serving 12 youth.

In partnership with GRIP, SW is prepared to report on the output indicators and outcome indicators for participating youth:

1) 25% or less offend during the reporting period;

2) 25% or less reoffend during the reporting period;

3) 60% exhibit desired change in targeted behaviors;

4) 65% complete program requirements;

5) 70% are satisfied with program.

Program Inputs:

Partners: Southern Word; GRIP; Juvenile Justice Program; The Hydeout

This project incorporates the following evidence-aligned strategies[1]:

a) Engages mentors, which is a practice that "provides at-risk youth with a positive and consistent adult or older peer contact to promote healthy development and functioning by reducing risk factors (such as lack of commitment to school or drug use) and strengthening protective factors (such as healthy beliefs and prosocial involvement)[2]

b) Includes cultural responsiveness, adaptations, and matching

c) Coordinates systems to create new partnerships and offer access to new opportunities and role models

d) Incorporates opportunities for individualized formats

e) Emphasizes cognitive and interpersonal skills content

f) Program dosage is once a week and more than 10 weeks in length

[1] JJIE Hub: Reform Trends – Evidence-based Practices: Juvenile Justice Information Exchange

[2] Developing Evidence-based Practice Guidelines for Youth Programs: Technical Report on the Core Components of Interventions that Address Social Competence (Wilson, Jao, Aloe) – US Department of Health and Human Services

Data Collection:

For outcomes related to participants offending or reoffending, we will rely on information from the Davidson County Juvenile Court. We partner with Evaluation Design for external program assessment, and we will evolve an existing program survey to meet the needs of this program. This will cover outcomes related to targeted behaviors and program satisfaction. Our administrative team will be responsible for ensuring evaluation implementation.

Program Monitoring:

Project budget includes costs for administrative oversight of project, which will include quarterly in-person and virtual check-ins with program and administrative staff to track actuals versus promised deliverables as listed. This will include a touch base with the GRIP team to ensure that we are meeting their expectations, are synchronized with their program visions, and leveraging potential synergies between the program partners.

Program Evaluation Plan:

Through the performance measures and evaluation, data collection, and program monitoring, we have the tools necessary to evaluate the program throughout the project. In addition to tools, check-ins and how young people show up to the program will be the most immediate signal of our level of program success. The corrective action that is necessary will mostly likely be related to program design. We will alter program strategies and tactics if we find that young people are not engaging or not responding to the services as anticipated.

Attach program Budget and Budget Narrative

Attach Agency Organizational Chart

GRANT BUDGET

AGENCY NAME: Southern Word

The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 07/01/2024 END: 06/30/2025

	EXPENSE OBJECT LINE-ITEM CATEGORY	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
	Salaries and Wages	$7,450.00	$0.00	$7,450.00
	Benefits and Taxes (PERCENT)	$969.00	$0.00	$969.00
	Professional Fees	$16,766.00	$0.00	$16,766.00
	Supplies	$2,099.00	$0.00	$2,099.00
	Communications	$0.00	$0.00	$0.00
	Postage and Shipping	$0.00	$0.00	$0.00
	Occupancy	$0.00	$0.00	$0.00
	Equipment Rental and Maintenance	$0.00	$0.00	$0.00
	Printing and Publications	$0.00	$0.00	$0.00
	Travel/Conferences and Meetings	$0.00	$0.00	$0.00
	Insurance	$0.00	$0.00	$0.00
	Specific Assistance to Individuals	$0.00	$0.00	$0.00
	Other Non-Personnel	$2,716.00	$0.00	$2,716.00
	GRAND TOTAL	**$30,000.00**	**$0.00**	**$30,000.00**

Total Match Amount	$0.00		
Total Match Percentage	0.0000%	UNKNOWN	**Fund Source**

(Note: any changes to the contract budget must be pre-approved by Juvenile Court to be eligible for reimbursem

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Southern Word
0
0

SALARIES, WAGES, BENEFITS AND TAXES:	AMOUNT
Summary of individual positions that will support project activities. Review Instuctions for examples.	$0.00
Position 1: Project Director, Executive Director	$1,562.00
Position 2: Project Lead	$4,577.00
Position 3: Assistant Lead	$2,280.00
TOTAL	$8,419.00

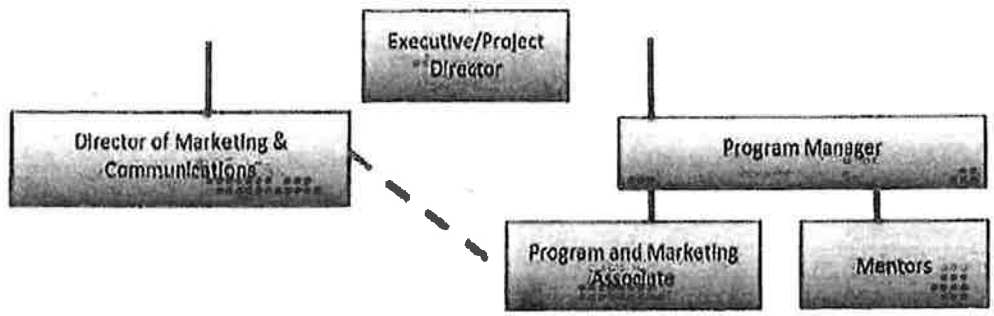
Note: Benefits must be calculated at the same or lesser percentage as the salary for each position.

PROFESSIONAL FEES:	AMOUNT
Writer or music mentior	$4,000.00
Writer/performance mentor coordination hours	$1,416.00
Writer/performance mentor	$4,800.00
Music production mentor	$4,800.00
Dr. Carol Nixon, program assessment	$1,750.00
TOTAL	$16,766.00

SUPPLIES:	AMOUNT
Studio experience program equipment - iPads with case	$2,099.00
TOTAL	$2,099.00

OTHER NON-PERSONNEL:	AMOUNT
Indirect Cost	$2,716.00
TOTAL	$2,716.00

Southern Word Organizational Chart



FY2026 Signature Page

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Jenneen Reed/adm

Director of Finance

APPROVED AS TO FORM AND LEGALITY

Lexie A. Ward

Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

GRANTEE: SouthernWord

By:

Title: Executive Director

Sworn to and subscribed to before me a Notary Public, this 21 day of March, 2025

Notary Public

VERONICA McCASLAND STATE OF TENNESSEE NOTARY PUBLIC HARDIN COUNTY

Veronica L McCasland

My Commission expires 07-22-25

Amended
Contract # L-6376

APPLICATION FOR (Write Name of grant here)
Southern Word

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

[signature]	April 21, 2025
Director	Date
Department of Juvenile Court	

ORIGINAL

METROPOLITAN COUNTY COUNCIL

Resolution No. RS2025- 1380

Resolution Approving Grant Subcontracts between Metro Juvenile Court and Southern Word, Youth Villages, Counter Punch Youth Academy, and Health Connect America

Introduced AUG 05 2025

Amended

Adopted AUG 05 2025

Approved AUG 07 2025

By [signature]
Metropolitan Mayor