NASHVILLE PUBLIC LIBRARY Board of Trustees Meeting

May 20, 2025



Nashville Public Library Board of Trustees Agenda May 20, 2025 Main Library Board Room Second Floor 615 Church Street Nashville, TN 37219 12:00 PM

I. Call to Order / Roll Call

- II. Metro Ordinance required to be announced at all Board Meetings Chair, Joyce Searcy
 - a. "Pursuant to the provisions of § 2.68.030 of the Metropolitan Code of Laws, please take notice that decisions of the Nashville Public Library Board may be appealed to the Chancery Court of Davidson County for review under a common law writ of certiorari. Any appeal must be filed within sixty days after entry of a final decision by the Board. Any person or other entity considering an appeal should consult with an attorney to ensure that time and procedural requirements are met."
- III. Public Comments
 - a. "Pursuant to T. C. A. § 8-44-12, time is reserved at the beginning of Library Board meetings for which there is an actionable item on the agenda for public comment germane to items on the agenda. Up to five people will be allowed up to three minutes each to speak. Speakers must register within one half hour prior to the beginning of the meeting by signing their name on a physical sign-up sheet available at the entrance and identifying any agenda item on which they intend to comment.
- IV. Board Chair Comments, Joyce Searcy
- V. Approval of Minutes: April 15, 2025
- VI. Library Director Report, Terri Luke
- VII. Foundation Report, Shawn Bakker
- VIII. New Business

- a. Library Board Elections, Joyce Searcy
- b. Vote on Terri Luke's Director's Salary and Vacation, Joyce Searcy
- *c*. Vote on contracts for new program partners for FY26 NAZA funding, *Anna Harutyunyan*

Approving total of \$1,529,250 NAZA grant awards to the following community organizations to provide high quality afterschool and summer programs in FY 2026:

Returning Partners

- AAOC Camps for Youth Development
- Aspiring Youth Enrichment Services
- Black Lemonade
- Carnegie Writers
- Elmington Elevates
- Moves and Grooves
- Rocklife Youth

New Partners

- Boys & Girls Clubs
- Girls Write Nashville
- Salama Urban Ministries
- Water Walkers
- Youth Encouragement Services, Inc.
- d. Approve amendments to the following contracts to add a total of \$153,600 funds for adding three sites of free summer camps at the following public housing locations for June 2025, *Anna Harutyunyan*
 - Black Lemonade at Preston Taylor Apartments
 - Aspiring Youth Enrichment Services at Sudekum Apartments
 - Bethlehem Centers of Nashville at Henry Hale Apartments
- *e*. Introduction of the Metro Archivist, *Kyle Barber*

IX. Staff Reports

- a. Archives, "What's on Your Home Movies," Kelley Sirko
- b. Archives, Agreement with Ancestry, Kelley Sirko
- X. Adjournment

Next Scheduled Board of Trustees Meeting June 17, 2025 Pruitt Branch 117 Charles E. Davis Blvd. Nashville, TN 37210 12:00 PM

Nashville Public Library Board of Trustees Minutes April 15, 2025 Main Library Board Room 615 Church Street Nashville, TN 37219 12:00 PM

Members Present:	Joyce Searcy, Keith Simmons, Charvis Rand, Katy Varney, Kate Ezell, and Rosalyn Carpenter
Library Staff:	Terri Luke, Jena Schmid, Linda Harrison, Susan Drye, Kyle Barber, Shawn Bakker, Anna Harutyunyan, Mark Crowder, Brandon Castro, Eric Lowy, Cameron McCasland, Larry Jirik, Bret Wilson, and Maria West
Others:	Macy Amos, Metropolitan Attorney at Metropolitan Government of Nashville and Davison County, Seannalyn Brandmeir, NECAT Board of Trustees Chair

- I. Call to Order / Roll Call
 - a. Ms. Searcy called the meeting to order at 12:00 PM.
- II. Metro Ordinance required to be announced at all Board Meetings Chair, Joyce Searcy
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 - a. "Pursuant to T. C. A. § 8-44-12, time is reserved at the beginning of Library Board meetings for which there is an actionable item on the agenda for public comment germane to items on the agenda. Up to five people will be allowed up to three minutes each to speak. Speakers must register within one half hour prior to the beginning of the meeting by signing their name on a physical sign-up sheet available at the entrance and identifying any agenda item on which they intend to comment.
- IV. Board Chair Comments, Joyce Searcy
 - a. Ms. Searcy thanked Mr. Simmons for attending the Bookmobile launch.

- b. Ms. Searcy stated, "Over 200 students, faculty, and staff from 40 Southeastern U.S. colleges and universities saw the library while attending the Gulf South Summit."
- V. Approval of Minutes: March 18, 2025
 - a. Mr. Rand motioned to approve the minutes. Ms. Varney seconded. The motion passed unanimously.
- VI. Library Director Report, Terri Luke
 - a. Ms. Luke thanked Nina NeSmith and the entire team for working hard on the Volunteer Appreciation event.
 - b. Ms. Luke stated, "Tonight is the library Thank-A-Thon for Metro Council Members. Shawn Bakker will be there to present Councilman Gadd with her packet. A total of 3,800 thank you notes will be on the desks of Metro Council Members."
 - c. Ms. Luke thanked Linda Harrison and her team for the Bookmobile Kick-Off event.
 - d. Ms. Luke stated, "Metro Council passed \$2.5M of the 4% allocation for collections."
 - e. Ms. Luke noted that the library will present their FY26 budget request to Metro Council on May 21st. at 4:30 PM.
 - f. Ms. Luke thanked Mark Crowder, Susan Drye and Sherry Adams for their work on the Safety and Security Summit taking place on April 24th, 2025.
 - g. Ms. Luke stated, "We enjoyed National Library Week last week. The Nashville Public Library Foundation provided lunch for staff at the Main Library and each branch received a gift basket."
 - h. Ms. Luke stated, "The Mayor's State of Metro Address will take place on May 1st at 10:00am in the Grand Reading Room at Main."
- VII. Foundation Report, Shawn Bakker
 - a. Ms. Bakker stated, "For the NPLF Strategic Plan, we appreciate the input from library leadership and understand what they see as the role of the foundation. We are in the process of collecting feedback and will share that with everyone in the upcoming months."
 - b. Ms. Bakker stated, "Library Giving Day was last week and NPLF met our goal and raised \$22,000 dollars."
 - c. Ms. Bakker stated, "NPLF had their Carnegie Society Book Club with over 120 people attending. Margaret Renkl and Ann Patchett were in conversation. This is a way donors can donate, and these funds can be used as unrestricted funds."
 - d. Ms. Bakker stated, "Thank-A-Thon will take place tonight."
 - e. Ms. Bakker reminded the group about several upcoming events:
 - i. On May 21st the library will present their FY26 budget to the council, and NPLF would like as many people to attend as possible.
 - ii. The Black Men in Leadership event will be May 7th at 9:00 AM.

- iii. Picnic with the Library will be on April 27^{th} from 3:00 PM 6:00 PM.
- VIII. New Business
 - a. Vote on NAZA Partner Contract Extensions for FY26, Anna Harutyunyan
 - *i*. Ms. Harutyunyan stated, "We are offering an extension with partners we have worked with for years. Partners must meet the following criteria to qualify for an extension: they must be a funded partner for five or more years, present an annual audit, pass annual compliance checks, and meet performance indicators in the contract. All eleven organizations passed these criteria. I am here requesting approval of all eleven contract extensions. These organizations will serve 1,184 students after school and 538 students during the summer. In addition to this extension, we are allowing other organizations to apply and be eligible for NAZA funding."
 - ii. Ms. Ezell asked, "Will they submit annually?"
 - iii. Ms. Harutyunyan answered, "Yes, but they must be approved every year."
 - b. Mr. Rand motioned to approve. Ms. Ezell seconded the motion. The motion passed unanimously.
 - IX. Staff Reports
 - a. District-Wide Art Piece, Linda Harrison and Bret Wilson
 - i. Ms. Harrison unveiled the "I Am NPL and Why I Love NPL" project.
 - 1. Ms. Harrison stated, "This display will be at the Main Library and then travel to every regional branch throughout Nashville."
 - b. NECAT Update, Larry Jirik and Cameron McCasland
 - i. Mr. Jirik thanked the NPL Board for the opportunity to present an update on NECAT. Mr. Jirik welcomed and introduced Seannalyn Brandmeir, the NECAT Board Chair.
 - *ii.* The NECAT Mission Statement is as follows: "Expose middle TN viewers to arts and education programming created both locally and around the world. Teach individuals and organizations who wish to make TV shows how to do so, let them use our equipment and resources, and then broadcast those shows for them."
 - iii. Mr. Jirik stated, "NECAT has 570 active members, 3 active channels, and is available in 19 middle TN counties on Direct TV and U-verse. NECAT is available in 93,000 Davidson County homes."
 - iv. Mr. Jirik stated, "NECAT offers a Production 1 class monthly, Production 2 class bi-monthly, and quarterly classes that offer audio, editing, greenscreen training."
 - v. Mr. McCasland stated, "This year, 40 people have completed Production 1 class. NECAT had 96 public bookings that have totaled 339 hours of production with 830 individuals utilizing the studio."

- vi. Mr. McCasland stated, "Since NECAT's integration with NPL, there have been 278 people who completed Production 1 class, 898 public bookings totaling 3,954 hours of production, and 7,400 individuals that have utilized the studio. In that time, NECAT produced 238 episodes, 7 new first run shows, 628 hours of NPL content being broadcast, 56 new shows, and 1,956 new, first run episodes, and 130 NPL carousel bulletins.
- vii. Mr. McCasland shared NECAT shows that are in the works, including the Whimsical World of Wishing Chair, a series on Deaf Journeys, NECAT Now, NPL Means Business, Spooky Tennessee, Story Time, and Black Voices in Media.
- viii. Mr. McCasland stated, "NECAT was the first television station in the nation to broadcast Juneteenth Fireworks as well as the Juneteenth Poetry Jam."
- ix. Mr. McCasland presented new shows at NECAT, which included the Talking Library 50th Anniversary Documentary, Branches: NPL in Your Neighborhood, MNPS Desktop, Story Time at NPL, Smashville TV, Wishing Chair Production specials, Nashville State Community College Concerts, Be Well Workouts, Pride Voices in Media, Juneteenth Poetry Jam, and We're All Still Connected: The Sequel Show.
- x. Mr. McCasland noted that NECAT has several Community Partners, including the Nashville Zoo, Nashville Predators, Bell Garden, Nashville Film Festival, and SAG-AFTRA.
- xi. Mr. McCasland shared some of the current shows airing on NECAT, including Chinese New Year, Earth Talks, and the 54th Film Festival Awards.
- xii. Mr. Jirik stated, "Thank you to Susan Drye and Terri Luke for Live View. This allows us to go to any location with cameras and we can broadcast live to NECAT. This was used for the Chinese New Year and Bookmobile events."
- xiii. Mr. Jirik stated, "We are working with Andrea Fanta and MarCom to get the word out about NECAT."
- xiv. Mr. Jirik stated, "NECAT Lending Library will be our next project which will be a collection of 100 titles focused on the education of film and television. The collection will be available at NECAT studios."
- xv. Mr. Jirik stated, "Terri and Metro Legal are working together to get a new lease at Nashville State for NECAT."
- xvi. Mr. Jirik introduced NECAT staff including Samantha Burns, Cameron McCasland, and Eric Lowy.
- xvii. Mr. Rand asked, "Has there been any thought about the foundation (NPLF) working with NECAT and a talent agency to take these packages to them to create revenue?"
- xviii. Mr. McCasland answered, "Any of the patrons that come and produce at NECAT own the copyright so they can take it where they would like after they let NECAT air it."
 - xix. Mr. Rand asked, "How many in house packages do you have?"

- xx. Mr. McCasland answered, "Sixteen new shows that have been developed."
- xxi. Mr. Rand asked, "Are you in the process of working with other departments at NPL?"
- xxii. Mr. McCasland answered, "Yes, we are in the process of integrating into LibCal."
- xxiii. Mr. Rand asked, "Are you getting data of people who are watching NECAT content?"
- xxiv. Mr. Jirik, answered "No, unfortunately we do not, due to barriers with Comcast."
- xxv. Mr. Rand asked, "Is NECAT partnering with any other institutions?"
- xxvi. Mr. McCasland stated, "Yes, we have partnered with Belmont University, Tennessee State University, the University of North Carolina at Asheville, and Vanderbilt University."
- xxvii. Ms. Ezell asked, "When did NECAT become a part of NPL?"
- xxviii. Mr. McCasland answered, "NECAT integrated into NPL three years ago."
 - xxix. Mr. Simmons asked, "What is the age range for Production 1?"
 - xxx. Mr. McCasland stated, "Right now, we have ages 16-93."
 - xxxi. Ms. Ezell asked, "Is there any correlation between Studio NPL and NECAT?"
- xxxii. Mr. McCasland answered, "Yes, we are currently having staff cross-training."
- xxxiii. Ms. Ezell asked, "What is the budget?"
- xxxiv. Mr. McCasland answered, "\$100,000."
- c. Safety and Security Update, Mark Crowder
 - i. Mr. Crowder has been with NPL for 10 years.
 - ii. Mr. Crowder introduced Brandon Castro, the new NPL Safety Inspector. Mr. Castro presented on updates and goals for library safety.
 - 1. Why Library Safety Matters
 - a. Overseeing the library safety program.
 - b. Ensuring safe work practices.
 - c. Investigation and oversight.
 - d. Building a culture of safety.
 - e. Security support.
 - 2. Safety measures recently implemented include:
 - a. Enhanced security measures.
 - i. Badge access system.
 - ii. Bullet-resistant fiberglass panels.
 - iii. 3M security window film.
 - b. Comprehensive Training and Preparedness Initiatives.
 - i. Civilians' Response to Active Shooter Event Training with MNPD.
 - ii. Annual safety and security training.
 - iii. Emergency procedure plan.
 - iv. Narcan training.

- 3. Safety Goals for NPL include:
 - a. Revamping emergency procedures for all branches.
 - b. Expanding lifesaving training and equipment.
 - c. Strengthening emergency preparedness with local agencies.
- iii. Ms. Varney asked, "How long does the AED last?
- iv. Mr. Castro answered, "10 years."
- v. Ms. Drye thanked Mr. Crowder and Mr. Castro.

X. Adjournment

a. Meeting adjourned at 1:15pm

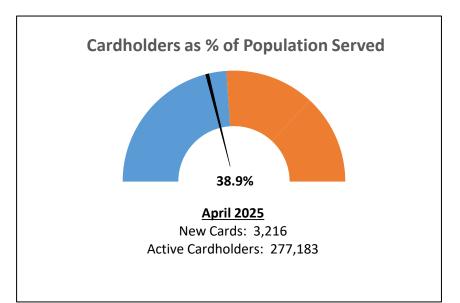
Next Scheduled Board of Trustees Meeting

May 20, 2025 Main Library 615 Church Street Nashville, TN 37219 12:00 PM

Respectfully submitted by Mariya West

Statistical Summary – May 20, 2025

Nashville Public Library



Cardholders	Apr-25	Apr-25 Year-to-Date	Active Patron Cards	Average Cards in Last 12 Months
New Registrations	3,216	3,216	277,183	289,118
Volunteer Services	Apr-25	Apr-24	Year-to-Date	% Change 2024-2025
Number of Volunteers	100	156	1,043	-35.90%
Volunteer Hours	964	883	7,212	9.17%
Attendance for Room Use	Apr-25	Apr-24	% Change 2024-2025	
Community Use	5,613	4,104	36.77%	
Library Use	27,986	16,133	73.47%	
Reference	Apr-25	Apr-24	% Change 2024-2025	
Answered	17,760	21,199	-16.22%	

Statistical Summary – May 20th, 2025

Nashville Public Library

Wireless Data

			Month		
Wireless	Apr-25	Apr-25	Wireless	Apr-24	% Change
vvireiess	Sessions	% of Total	%	Sessions	2024-2025
Bellevue	767	1.67%	69.2%	5,577	-86.25%
Bordeaux	1,804	3.93%	51.6%	5,030	-64.14%
Donelson	4,900	10.67%	46.8%	1,762	178.09%
East	1,243	2.71%	52.8%	2,198	-43.45%
Edgehill	557	1.21%	49.3%	633	-12.01%
Edmondson Pike	1,856	4.04%	54.4%	3,531	-47.44%
Goodlettsville	292	0.64%	50.7%	2,237	-86.95%
Green Hills	2,443	5.32%	61.2%	3,439	-28.96%
Hadley Park	682	1.48%	47.5%	988	-30.97%
Hermitage	3,031	6.60%	52.8%	4,481	-32.36%
Inglewood	984	2.14%	40.7%	1,658	-40.65%
Looby	909	1.98%	28.0%	403	125.56%
Madison	1,634	3.56%	37.6%	3,385	-51.73%
Main	15,990	34.81%	65.8%	30,522	-47.61%
North	400	0.87%	29.1%	788	-49.24%
Old Hickory	420	0.91%	64.2%	642	-34.58%
Pruitt	1,333	2.90%	46.1%	2,027	-34.24%
Richland Park	1,432	3.12%	45.0%	2,496	-42.63%
Southeast	4,205	9.16%	69.1%	9,331	-54.94%
Thompson Lane	510	1.11%	24.3%	710	-28.17%
Watkins Park	537	1.17%	57.0%	886	-39.39%
NPL Total	45,929		58.1%	82,724	-44.48%

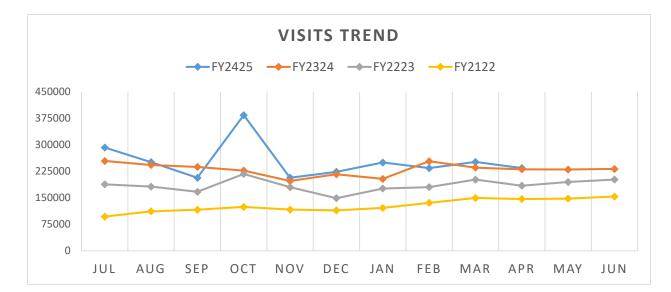
Database and Website Data

Public Computer Use			% Change
rubile computer ose	Apr-25	Apr-24	2024-2025
Total Computer Use	23,480	20,385	15.18%
Total Wireless Use	47,982	24,828	93.26%

Website Visits			% Change
	Apr-25	Apr-24	2024-2025
Webserver	274,561	350,342	-21.63%

Database Usage			% Change
	Apr-25	Apr-24	2024-2025
Sessions	36,733	11,425	221.51%

Statistical Summary – May 20th, 2025 Nashville Public Library

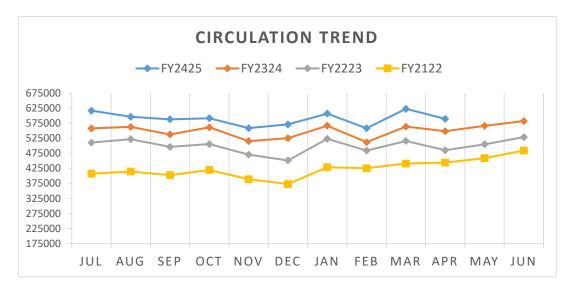


<u>Visits</u>

Visits	Apr-25	Apr-24	% Change	Apr-25	Apr-24	% Change
	Visits	Visits	2024-2025	Circ / Visit	Circ / Visit	2024-2025
Bellevue	10,978	14,091	-22.09%	1.42	1.45	-1.84%
Bordeaux	5,828	4,187	39.19%	0.52	0.63	-17.45%
Donelson	6,936	6,306	9.99%	1.08	0.84	29.56%
East	13,480	11,115	21.28%	0.25	0.36	-31.78%
Edgehill	2,569	3,096	-17.02%	0.41	0.40	4.22%
Edmondson Pike	17,738	10,115	75.36%	0.95	1.97	-51.97%
Goodlettsville	2,636	4,641	-43.20%	1.74	1.89	-8.13%
Green Hills	24,609	14,995	64.11%	0.76	1.67	-54.53%
Hadley Park	2,380	1,494	59.30%	0.13	0.23	-43.98%
Hermitage	10,434	5,651	84.64%	1.19	1.67	-28.94%
Inglewood	14,741	14,326	2.90%	0.37	0.44	-16.26%
Looby	3,973	2,707	46.77%	0.28	0.24	14.80%
Madison	14,546	10,832	34.29%	0.34	0.42	-17.30%
Main	47,506	30,943	53.53%	3.42	5.96	-42.66%
North	6,813	3,404	100.15%	0.07	0.20	-65.03%
Old Hickory	4,455	2,951	50.97%	0.44	0.75	-41.49%
Pruitt	6,933	6,797	2.00%	0.04	0.05	-26.75%
Richland Park	8,468	7,510	12.76%	0.90	1.12	-19.03%
Southeast	11,645	8,106	43.66%	0.45	0.88	-48.34%
Thompson Lane	12,757	9,593	32.98%	0.19	0.31	-39.50%
Watkins Park	4,877	3,477	40.26%	0.05	0.04	35.57%
NPL Total	234,302	176,337	32.87%	1.20	1.83	-34.10%

Statistical Summary – May 20th, 2025 Nashville Public Library

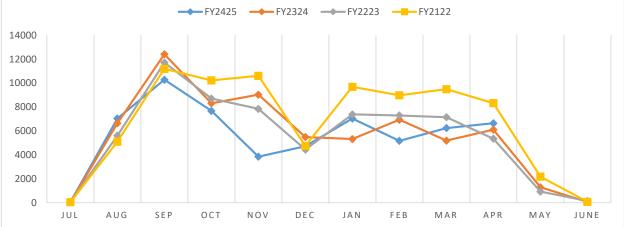
Circulation Data



		Mor	ith		Fiscal Year-to-Date					
Circulation	Apr-25	Apr-25	Apr-24	% Change	Apr-25	Apr-24	% Change			
Circulation	Circulation	% of Total	Circulation	2024-2025	Year-to-Date	Year-to-Date	2024-2025			
Bellevue	27,120	4.60%	32,270	-15.96%	288,273	281,191	2.52%			
Bordeaux	6,076	1.03%	5,870	3.51%	61,854	59,101	4.66%			
Donelson	15,889	2.70%	9,078	75.03%	168,267	82,334	104.37%			
East	6,396	1.09%	6,559	-2.49%	63,896	69,383	-7.91%			
Edgehill	3,574	0.61%	3,466	3.12%	37,813	33,421	13.14%			
Edmondson Pike	27,643	4.69%	30,580	-9.60%	286,814	295,688	-3.00%			
Goodlettsville	9,957	1.69%	13,520	-26.35%	147,333	138,442	6.42%			
Green Hills	31,990	5.43%	39,079	-18.14%	332,080	395,167	-15.96%			
Hadley Park	1,944	0.33%	2,002	-2.90%	19,834	20,905	-5.12%			
Equal Access	214	0.04%	259	-17.37%	1,889	2,876	-34.32%			
Hermitage	23,157	3.93%	17,194	34.68%	242,868	242,023	0.35%			
Inglewood	9,931	1.68%	11,001	-9.73%	100,945	105,989	-4.76%			
Looby	2,911	0.49%	2,615	11.32%	29,104	27,576	5.54%			
Madison	11,062	1.88%	9,671	14.38%	113,848	119,218	-4.50%			
Main	37,702	6.40%	45,171	-16.53%	354,339	419,113	-15.45%			
North	2,473	0.42%	2,305	7.29%	26,364	25,925	1.69%			
Old Hickory	4,819	0.82%	5,229	-7.84%	50,274	50,858	-1.15%			
Pruitt	1,667	0.28%	1,743	-4.36%	9,980	16,858	-40.80%			
Richland Park	13,270	2.25%	12,952	2.46%	139,475	138,315	0.84%			
Southeast	13,042	2.21%	14,901	-12.48%	141,161	146,495	-3.64%			
Thompson Lane	5,974	1.01%	6,773	-11.80%	63,899	66,486	-3.89%			
Watkins Park	1,181	0.20%	369	220.05%	11,658	10,914	6.82%			
eMedia	331,398	56.23%	250,317	32.39%	3,208,591	2,635,244	21.76%			
Talking Library	-	0.00%	1	-100.00%	-	10	-100.00%			
NPL Total	589,390		522,925	12.71%	5,900,560	5,383,532	9.60%			

		Mor	nth			Fiscal Year-to-Date	
Terminal Activity	Apr-25	Apr-25	Apr-24	% Change	Apr-25	Apr-24	% Change
Terminal Activity	Circulation	% of Total	Circulation	2024-2025	Year-to-Date	Year-to-Date	2024-2025
Bellevue	15,608	5.53%	20,409	-23.52%	168,300	176,374	-4.58%
Bordeaux	3,029	1.07%	2,636	14.91%	26,004	24,526	6.03%
Donelson	7,523	2.67%	5,279	42.51%	82,505	42,350	94.82%
East	3,307	1.17%	3,997	-17.26%	32,036	38,059	-15.83%
Edgehill	1,062	0.38%	1,228	-13.52%	11,126	9,502	17.09%
Edmondson Pike	16,777	5.94%	19,917	-15.77%	175,888	187,231	-6.06%
Equal Access	51	0.02%	39	30.77%	290	609	-52.38%
Goodlettsville	4,586	1.62%	8,789	-47.82%	75,264	84,028	-10.43%
Green Hills	18,656	6.61%	24,998	-25.37%	209,509	252,191	-16.92%
Hadley Park	307	0.11%	344	-10.76%	4,303	4,758	-9.56%
Hermitage	12,385	4.39%	9,439	31.21%	132,783	138,408	-4.06%
Inglewood	5,483	1.94%	6,363	-13.83%	55,777	58,769	-5.09%
Limitless	6,649	2.36%	7,385	-9.97%	62,164	68,980	-9.88%
Looby	1,107	0.39%	657	68.49%	10,030	7,304	37.32%
Madison	4,993	1.77%	4,496	11.05%	48,848	54,040	-9.61%
Main	162,441	57.56%	184,516	-11.96%	1,573,925	1,669,107	-5.70%
North	483	0.17%	690	-30.00%	6,571	6,973	-5.77%
Old Hickory	1,944	0.69%	2,201	-11.68%	20,732	20,302	2.12%
Pruitt	266	0.09%	356	-25.28%	1,058	2,609	-59.45%
Richland Park	7,651	2.71%	8,380	-8.70%	80,875	88,838	-8.96%
Southeast	5,297	1.88%	7,138	-25.79%	58,880	64,798	-9.13%
Talking Library	-	0.00%	-	N/A	35	1	3400.00%
Thompson Lane	2,363	0.84%	2,937	-19.54%	25,975	26,984	-3.74%
Watkins Park	251	0.09%	132	90.15%	1,965	1,571	25.08%
NPL Total	282,219		322,326	-12.44%	2,864,843	3,028,312	-5.40%

LIMITLESS LIBRARIES MATERIALS CIRCULATED

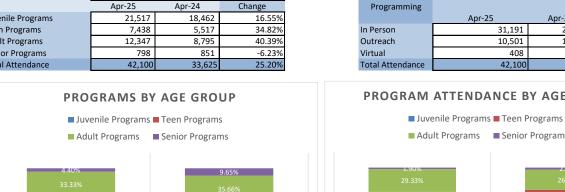


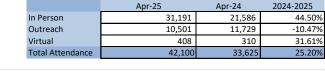
Statistical Summary – May 20th, 2025

Nashville Public Library

April Programming Data

			% Change
	Apr-25	Apr-24	2024-2025
Juvenile Programs	596	480	24.17%
Teen Programs	465	359	29.53%
Adult Programs	568	547	3.84%
Senior Programs	75	148	-49.32%
Total Programs	1,704	1,534	11.08%
	Apr-25	Apr-24	Change
Juvenile Programs	21,517	18,462	16.55%
Teen Programs	7,438	5,517	34.82%
Adult Programs	12,347	8,795	40.39%
Senior Programs	798	851	-6.23%
Total Attendance	42,100	33,625	25.20%





Apr-25

1,359

272

73

1,704

Programming

In Person

Outreach

Total Programs

Virtual

PROGRAM ATTENDANCE BY AGE GROUP



% Change 2024-2025

% Change

16.45%

-16.31%

73.81%

11.08%

Apr-24

1,167

325

42

1,534

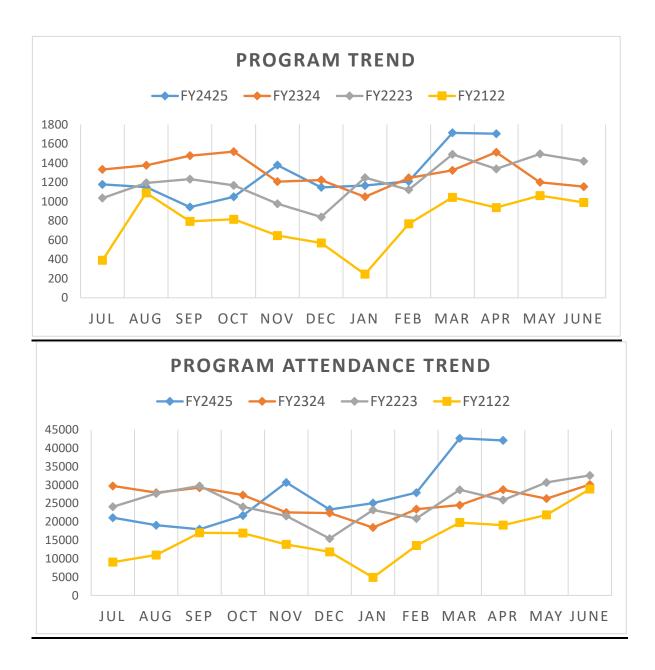
Statistical Summary – May 20th, 2025

Nashville Public Library

				Locatio	n Totals						Prog	grams by	y Age Gr	oup		
Library	Lib	rary	Outro	each	Virt	ual	To	als	Ju	uv	Те	en	Ad	ult	Ser	nior
Programming	NO.	AUD.	NO.	AUD.	NO.	AUD.	No.	Aud.	NO.	AUD.	NO.	AUD.	NO.	AUD.	NO.	AUD.
ARCHIVES	1	4	0	0	0	0	1	4	0	0	0	0	1	4	0	0
BELLEVUE	103	1,959	1	35	0	0	104	1,994	29	903	45	671	24	296	6	124
BORDEAUX	57	672	2	147	0	0	59	819	14	228	31	528	9	31	5	32
BBTL (Bringing Bks to	3	144	47	1,587	51	87	101	1,818	47	1,671	0	0	54	147	0	0
BBTL (Adult Literacy)	1	86	0	0	2	18	3	104	0	0	0	0	3	104	0	0
DONELSON	49	1,053	6	149	0	0	55	1,202	30	895	10	166	15	141	0	0
EAST	47	1,410	6	312	0	0	53	1,722	15	539	38	1,183	0	0	0	0
EDGEHILL	39	308	4	292	0	0	43	600	32	445	8	40	3	115	0	0
EDMONDSON PIKE	80	1,357	6	195	0	0	86	1,552	31	1,082	20	192	35	278	0	0
GOODLETTSVILLE	38	899	6	199	1	5	45	1,103	14	611	5	83	18	296	8	113
GREEN HILLS	68	2,348	2	27	0	0	70	2,375	23	425	25	1,136	13	750	9	64
HADLEY PARK	24	174	21	396	0	0	45	570	24	444	0	0	12	54	9	72
HERMITAGE	60	1,357	3	141	0	0	63	1,498	25	1,157	5	80	33	261	0	0
INGLEWOOD	30	547	3	106	2	4	35	657	20	532	0	0	15	125	0	0
LOOBY	25	246	6	315	0	0	31	561	19	444	1	20	7	37	4	60
MADISON	61	866	2	41	0	0	63	907	21	526	18	87	24	294	0	0
MAIN - Adult Svcs	170	1,556	2	30	1	7	173	1,593	0	0	0	0	173	1,593	0	0
MAIN - Children Svcs	31	909	9	535	0	0	40	1,444	40	1,444	0	0	0	0	0	0
MAIN - Digital Inclusior	0	0	22	174	0	0	22	174	0	0	0	0	0	0	22	174
MAIN - LSDHH/Equal	18	193	4	18	12	101	34	312	5	103	2	5	26	197	1	7
MAIN - Puppet Truck	10	880	31	3,610	0	0	41	4,490	32	3,131	3	531	6	828	0	0
MAIN - Special Coll.	13	256	0	0	0	0	13	256	1	27	3	91	8	128	1	10
MAIN - Studio NPL	125	571	19	437	0	0	144	1,008	0	0	143	1,002	1	6	0	0
MAIN - Teen Svcs	57	881	8	157	0	0	65	1038	0	0	65	1038	0	0	0	0
MAIN - Wishing Chair	33	2113	4	10	0	0	37	2123	33	2113	0	0	4	10	0	0
NORTH	16	93	24	407	0	0	40	500	31	449	0	0	9	51	0	0
OLD HICKORY	28	306	6	176	0	0	34	482	19	297	7	45	6	126	2	14
PRUITT	43	7707	8	199	4	186	55	8092	24	2112	3	57	23	5836	5	87
RICHLAND PARK	27	817	2	27	0	0	29	844	17	773	0	0	10	44	2	27
SOUTHEAST	73	1213	11	369	0	0	84	1582	32	662	30	445	22	475	0	0
THOMPSON LANE	23	230	3	360	0	0	26	590	10	440	2	30	14	120	0	0
WATKINS PARK	6	36	4	50	0	0	10	86	8	64	1	8	0	0	1	14
TOTALS	1,359	31,191	272	10,501	73	408	1,704	42,100	596	21,517	465	7,438	568	12,347	75	798

		Location Totals									Programs by Age Group					
Library	Library		Outreach		Virtual		Totals		Juv		Teen		Adult		Senior	
Programming	NO.	AUD.	NO.	AUD.	NO.	AUD.	No.	Aud.	NO.	AUD.	NO.	AUD.	NO.	AUD.	NO.	AUD.
ARCHIVES	1	4	0	0	0	0	1	4	0	0	0	0	1	4	0	0
MAIN - Adult Svcs	170	1,556	2	30	1	7	173	1,593	0	0	0	0	173	1,593	0	0
MAIN - Children Svcs	31	909	9	535	0	0	40	1,444	40	1,444	0	0	0	0	0	0
MAIN - LSDHH/Equal	18	193	4	18	12	101	34	312	5	103	2	5	26	197	1	7
MAIN - Special Coll.	13	256	0	0	0	0	13	256	1	27	3	91	8	128	1	10
MAIN - Studio NPL	125	571	19	437	0	0	144	1,008	0	0	143	1,002	1	6	0	0
MAIN - Teen Svcs	57	881	8	157	0	0	65	1038	0	0	65	1038	0	0	0	0
MAIN - Wishing Chair I	33	2113	4	10	0	0	37	2123	33	2113	0	0	4	10	0	0
TOTALS	448	6,483	46	1,187	13	108	507	7,778	79	3,687	213	2,136	213	1,938	2	17

Statistical Summary – May 20th, 2025 Nashville Public Library



Financial – May 20, 2025

Nashville Public Library

April 2025 Spending (5/2/25)	4	ppropriations		Spent in Apr 2025	C	urrent Open Orders		Invoices Paid, FY25 to date	voices & Open orders, FY25 to date	Current Free Balance	% Committed
Metro-4% Funds	\$	6,997,555.67	\$	379,268.13	\$	123,396.31	\$	3,103,752.11	\$ 3,227,148.42	\$ 3,770,407.25	46.12%
Foundation	\$	710,234.25	\$	-	\$	-	\$	380.16	\$ 380.16	\$ 709,854.09	0.05%
Subscriptions	\$	197,800.00	\$	-	\$	-	\$	197,800.00	\$ 197,800.00	\$ -	100.00%
Grants	\$	430,500.00	\$	-	\$	-	\$	430,500.00	\$ 430,500.00	\$ -	100.00%
Particip Budget-Central Asia**	\$	15,000.00	\$	-	\$	-	\$	15,121.47	\$ 15,121.47	\$ (121.47)	100.81%
Particip Budget-Musical Inst.**	\$	144,900.00	\$	25,993.06	\$	-	\$	99,335.62	\$ 99,335.62	\$ 45,564.38	68.55%
	\$	8,495,989.92	\$	405,261.19	\$	123,396.31	\$	3,846,889.36	\$ 3,970,285.67	\$ 4,525,704.25	46.73%
**Participatory Budget funds an	e m	ulti-year; the cu	nula	ative 'Spent' c	olur	nn includes F	Y24	spending			

Personnel Summary/HR – May 20, 2025

2025 New Hires				
Name	Classification	Hire Date	Location	
Michael Richardson	Building Maint Mechanic	4/14/2025	Maintenance	
Derek Dismukes	Security Guard	4/14/2025	Security	
Andrew Rosenfeld	Circulation Assistant	4/14/2025	Green Hills	
Joan Brasher	Public Info Rep	4/14/2025	MarComm	
Ashley Armstrong	Librarian 1	4/28/2025	Green Hills	
Megan Gerlach	Library Associate	4/28/2025	BBTL	
Simone White	Library Associate	4/28/2025	East	
Phillip Peck	Circulation Assistant	4/28/2025	Edmondson Pk	
Anthony Mann	Circulation Assistant	4/28/2025	Inglewood	
2025 Promotions				
Name	Classification	Promotion Date	Location	
Bassam Habib	Program Mgr 1	4/14/2025	Ed and Lit	
2025 Resignations				
Name	Classification	Resignation Date	Location	
Valerie Sain	Office Support Rep Sr	4/17/2025	Tech Services	

Personnel Summary/Vacancy – May 20, 2025

Nashville Public Library

NPL Vacancies as of 04/30/2025

NPL	Vacancies as of 04/30/2	2025						
							Date	
	Division / Branch 🔻	Title	Grad	Name	FP 🔻	FTE 🔻	Vacant 🔻	Notes
1	DIRECTOR	ADMINISTRATIVE SPECIALIST	ST11	VACANT (ROSE, M)	F	1.00	8/30/24	
2	BORDX	CIRCULATION ASST	ST05	VACANT (PITTS, J)	F	1.00	11/12/24	
3	DONELS	CIRCULATION ASST	ST05	VACANT (BALL, J)	F	1.00	6/16/24	
4	DONELS	CIRCULATION ASST	ST05	VACANT (POTEET, K)	F	1.00	1/11/25	
5	ED PIKE	CIRCULATION ASST	ST05	VACANT (IBRAHIM, S)	F	1.00	11/23/24	
6	ED PIKE	CIRCULATION ASST	ST05	VACANT (IBRAHIM, S)	Р	0.49	4/29/24	On hold for salary savings
7	ED PIKE	CIRCULATION ASST	ST05	VACANT (ISLAM, M)	F	1.00	4/28/25	
8	EDGH	CIRCULATION ASST	ST05	VACANT (MILLER, K)	F	1.00	9/16/23	
9	INGLE	CIRCULATION ASST	ST05	VACANT (JAMES, E)	F	1.00	3/17/25	
10	THOMP	CIRCULATION ASST	ST05	VACANT (E MARTIN)	F	1.00	8/1/24	On hold for salary savings
11	TALKING	INFO SYSTEMS MEDIA TECH 1	OR02	VACANT - NEW	Р	0.49	7/1/22	
12	ARCHIVES	LIBRARIAN 1	OR03	VACANT (SIRKO, K)	F	1.00	3/31/25	
13	GRN HILLS	LIBRARIAN 1	OR03	VACANT (CRAIN, G)	F	1.00	12/6/24	
14	GRN HILLS	LIBRARIAN 1	OR03	VACANT (HAMPTON, L)	F	1.00	11/25/24	
15	ED PIKE	LIBRARY ASSOC	OR01	VACANT (BOURQUE, L)	F	1.00	7/5/24	On hold for salary savings
16	HERM	LIBRARY ASSOC	OR01	VACANT (REYNOLDS, S)	F	1.00	7/5/24	On hold for salary savings
17	NORTH	LIBRARY ASSOC	OR01	VACANT (THARPE, E)	F	1.00	4/28/25	
18	SE	LIBRARY ASSOC	OR01	VACANT (MOUSSA, A)	F	1.00	12/2/24	On hold for salary savings
19	TALKING	LIBRARY ASSOC	OR01	VACANT (WAGNER, M)	F	1.00	8/9/24	
20	SPEC COLL	LIBRARY ASSOC	OR01	VACANT (WURST, E)	F	1.00	8/5/24	
21	EDGH	LIBRARY MGR 1	OR05	VACANT (WALKER, A)	F	1.00	11/11/24	
22	CHILD	LIBRARY PAGE	LP01	VACANT (WELSH, I)	Р	0.49	8/8/24	On hold for salary savings
23	DONELS	LIBRARY PAGE	LP01	VACANT (AUSTIN, J)	Р	0.49	11/25/24	On hold for salary savings
24	DONELS	LIBRARY PAGE	LP01	VACANT (BAILEY, C)	Р	0.49	8/1/24	On hold for salary savings
25	GOOD	LIBRARY PAGE	LP01	VACANT (OLEAS, F)	Р	0.49	8/12/23	
26	REF	LIBRARY PAGE	LP01	VACANT (LUCAS,)	Р	0.49	3/20/25	
27	BRNCH ADMIN	LIBRARY SVCS ASSIST DIRECTOR	OR11	VACANT (LUKE, T)	F	1.00	7/22/22	
28	TECH SVCS	LIBRARY SVCS ASSIST DIRECTOR	OR11	VACANT (BOULIE, P)	F	1.00	8/7/24	
29	TECH SVCS	OFFICE SUPPORT REP	ST05	VACANT (AUERWECK, J)	F	1.00	2/21/25	
30	TECH SVCS	OFFICE SUPPORT REP SR	ST06	VACANT (SAIN, V)	F	1.00	4/17/25	
31	BORDX	PROGRAM COORDINATOR	ST09	VACANT (MIGUEL, A)	F	1.00	1/10/25	
32	HR IMP	PROGRAM MGR 2	OR05	VACANT (GREATHOUSE, T)	F	1.00	12/27/24	On hold for salary savings
33	HR IMP	PROGRAM MGR 2	OR06	VACANT (MOYNIHAN, C)	F	1.00	9/2/24	
34	NAZA	PROGRAM MGR 2	OR05	VACANT (PENDRAGON, R)	F	1.00	1/31/25	
35	SECURITY	SECURITY GUARD	ST06	VACANT (HOLT, D)	F	1.00	8/5/25	candidate will start in May
36	SECURITY	SECURITY GUARD	ST06	VACANT (MOLOKWU, C)	F	1.00	8/9/24	Job posted
37	SECURITY	SECURITY GUARD	ST06	VACANT (RAGLAND, P)	F	1.00	1/27/25	Job posted
38	ED & LIT - Adult Lit	LIBRARY ASSOC	OR01	VACANT (TAYLOR, C) (Adult Lit)	F	1.00	11/28/24	Grant funded
39	ED & LIT - BBTL	PROGRAM SPEC 2	OR01	VACANT (ALBEE, S) (BBTL Curriculum Coord)	F	1.00	11/1/24	Grant funded
40	ED & LIT - LL	LIBRARY ASSOC	OR01	VACANT NEW - (Limitless Libraries)	Р	0.49	7/1/24	Grant funded

ADMINISTRATIVE SERVICES

Safety & Security: April 2025

Security coverage was provided for special events during the month of April. Busy month with special events requiring more security coverage.

- 1. April 14 end time 9pm
- 2. April 15- end time 9pm
- 3. April 16 end time 8:30pm
- 4. April 19- end time 8:30pm
- 5. April 24 Staff Training---Safety and Security Summit
- 6. April 25 end time 8pm
- 7. April 27---Foundation Picnic

The Safety and Security Summit was held on April 24, and we received a lot of positive feedback from staff that attended. Ryan Dowd was the keynote speaker, and several breakout sessions were conducted by professionals in the mental health system.

Access control completed at Old Hickory branch.

One new NPL Security Guard was hired and started (Derrek Dismukes). He has completed his training and seems to being doing well with his job duties.

ArmorCore continues to be installed at remaining locations as well as bullet-resistant window tint.

Total number of incident reports for the month of **April (75)** and related categories per incident report down from 80 incident reports in March:

Below is the number of incident Reports per Branch and then breakdown of each Branch:

NOTE: Each report could have one or more conduct violations, a safety or security concern, and an injury or accident associated with the report which could or could not result in a suspension.

Number of Incident Reports per Branch						
Bellevue Branch	1	Looby Branch	1			
Donelson Branch	2	Madison Branch	3			
East Branch	1	Main Library	50			

Goodlettsville Branch	1	Richland Park Branch	2
Green Hills Branch	6	Thompson Lane Branch	4
Hadley Park Branch	4	Total	75

1	Looby Branch	1
3	Safety or Security Incident	1
2	Madison Branch	3
3	Conduct or Rule Violation	2
1	Injury or Accident	3
1	Safety or Security Incident	1
1	Suspensions	2
2	Main Library	50
1	Conduct or Rule Violation	100
1	Injury or Accident	6
2	Safety or Security Incident	3
6	Suspensions	48
6	Richland Park Branch	2
7	Conduct or Rule Violation	2
2	Injury or Accident	3
3	Safety or Security Incident	3
4	Suspensions	1
6	Thompson Lane Branch	4
1	Conduct or Rule Violation	5
3	Safety or Security Incident	1
	Suspensions	3
	3 2 3 1 1 2 1 2 1 2 1 2 3 6 6 7 2 3 4 6 1	3Safety or Security Incident2Madison Branch3Conduct or Rule Violation1Injury or Accident1Safety or Security Incident1Suspensions2Main Library1Conduct or Rule Violation1Injury or Accident2Safety or Security Incident3Safety or Security Incident4Suspensions6Richland Park Branch7Conduct or Rule Violation1Injury or Accident3Safety or Security Incident3Safety or Security Incident4Suspensions6Thompson Lane Branch1Conduct or Rule Violation3Safety or Security Incident3Safety or Security Incident3Safety or Security Incident3Safety or Security Incident3Safety or Security Incident

	Number of Injury or Accident and Safety or Security Incidents					
911 for assistance	7	Drug Usage				
Ambulance	9	Non-Emergency				
Illness / Accident	1	Police called				
Injury	1	Safety Related				
Medical	5	Suspicious Activity				

	Number of Conduct or Rule Violations									
#1		#9		#17	29					
#2		#10	1	#18						
#3	3	#11	2	#19	12					
#4	8	#12	1	#20	2					
#5	12	#13	2	#21	2					
#6	5	#14	4	#22	5					
#7	1	#15	10	#23						
#8	24	#16	3							

Suspensions	62
Reminder of the Day	1
7 days	1
30 days	12
60 days	4
90 days	7
180 days	8
365 days	29

Delivery: April 2025

Main:

- We received 445 incoming UPS packages and sent 26 packages UPS GROUND.
- There were 123 overnight packages received from FedEx, DHL, etc.
- We received 74 inserts of mail from the United States Post Office, and we sent 62 inserts of mail to Metro Mail for postage.
- There were 61 special deliveries from Ricoh, Supply Room, Firefly, Amazon, etc.

Branches:

- We moved: 4,575 hold bins (146,400 items)
 - 4,119 non-hold bins (131,808 items) 1,503 Circulation/Main bins (48,096 items).

Total of 10,197 bins moved. Total item count of 326,304. An average of 443 bins and **14,187** items moved per day.

11 skids were sent to Pratt Industries for book recycling.

6 skids were sent to BWB.

Daily Complete Percentage:

Holds 23 of 23 days for 100% in April.

Facilities Maintenance: April 2025

Tamis work order report shows 455 work requests, 439 completed, 16 still active with an 97% completion rate for the month of April.

April 1st - April 30th 2025								
Craft	Month	Total # Work Orders	# Completed	# Active	Completion %			
None Entered	April 2025	2	0	2	0%			
Administration	April 2025	15	15	0	100%			
Branch Custodial Services	April 2025	65	65	0	100%			
Canceled	April 2025	3	3	0	100%			
Contractor	April 2025	3	0	3	0%			
Grounds	April 2025	2	2	0	100%			
Main Custodial Services	April 2025	1	0	1	0%			
Maintenance	April 2025	364	354	10	98%			
		Quantity 455	Completed 439	Active 16	Completion % 97%			

April Maintenance monthly report 2025:

356 work orders were completed with 5 employees.

- Mike Binkley 119 work orders
- Mathew Chandler 63 work orders
- Joe Klima 43 work orders
- Nathan Chandler 57 work orders
- Michael Richardson 66 work orders

736 Preventative Maintenance work orders were completed in the month of April.

Main - Chilled water filter installed to help with removing debris, sediment, and particulate matter from the water supply that can cause clogs, blockages, and damage to system components.

Grounds Projects: April 2025

- 1. Removed storm damaged trees from various branches.
- 2. Stripped and waxed restroom floors at Hadley Park
- 3. Cleaned carpet at Hadley Park, Old Hickory, Madison, Thompson Lane, Edgehill, and Pruitt.
- 4. Washed windows at old Donelson.
- 5. Swept/Vacuum Parking lots at Edmondson Pike, Bordeaux, Green Hills, and Goodlettsville
- 6. Started up irrigation systems at Hermitage, Goodlettsville, and Green Hills
- 7. Madison Parking lot seal/ paint
- 8. Reworked EV parking spot Goodlettsville for handicapped parkers better access to one of the EV stations.

Interior Design / Special Projects: April 2025

Jennifer Fournier – Interior Designer / Special Projects Coordinator

Goodlettsville – working on the refresh.

Old flooring has been taken up. Floor prep is being done right now.

Walls are almost finished being painted. Flooring will start going down in mid-May

All Branches: (not including GS buildings)

Safety Film has been installed

Bordeaux -

Reading tables installed

Lounge chairs reupholstered and installed

BRANCH SERVICES

Community Engagement & Programming Successes

- **Donelson Branch Blooms with Attendance:** Partnering with MPD Credit Union, Donelson Branch's *Plant a Flower Day* drew over 500 community members, showing strong community collaboration and outreach impact.
- Women's History Month: At East, Matt Johnstone hosted a Women's History Trivia Hour for teens, with prizes sponsored by local women-owned businesses. At North Branch, the Nashville Opera gave a deeply moving performance honoring Marian Anderson's legacy. The program drew tears and personal reflections, including attendees who met Anderson in person—profoundly connecting history with our community.
- **Family Literacy Night at Waverly Belmont:** Traveling Librarian Cathy Strahan and Edgehill staff connected with families during a festive evening of literacy, giveaways, and school-library engagement.



- **Career Readiness & Inclusion:** Edmondson Park Branch welcomed trainees from the Autism Career Training Center, offering a library tour and future job-shadowing opportunities—highlighting NPL's commitment to inclusive workforce development.
- **Opera at Green Hills:** A Spring Break performance of *Goldie B. Locks and the Three Singing Bears* drew 100 attendees, with a videographer from the Mayor's Office filming highlights for social media promotion.
- **Outreach by Goodlettsville Staff:** While Goodlettsville is closed for flooring repair, staff continue to provide story time to patrons in the park and offer outreach visits including Brookdale Senior Living, Gateway Elementary, and Goodlettsville's Summer Resource Fair, reinforcing NPL presence across the community.
- Madison Branch's Dog Man Party: Kids had a blast with Dog Man-themed activities like obstacle courses and "dog food" snacks—35 attendees participated in this imaginative Spring Break event.

- **Music in My Neighborhood:** Southeast hosted the Nashville Symphony for an interactive story time. 67 attendees joined in music-filled literacy fun, thanks in part to Traveling Librarian Erica Bullock.
- **Pruitt Branch Partnerships:** Collaborations with Great Harvest Church, Bridge Ministry, and Shrader Lane Church resulted in over 7,000 meals and food bags distributed to children and adults—a vital lifeline for many.

Building Updates

- **East Branch Renovations:** Scheduled closure May 23–June 8 for plaster, painting, and general repairs.
- **Goodlettsville Flooring Repairs:** Goodlettsville remains closed with anticipated opening in late June. Temporary curbside service is offered during renovations.
- **Branch Monument Signs:** All branch monument signs are receiving updates in Spanish and Arabic, supporting our multilingual accessibility initiatives.
- Southeast Electronic Artwork Signage: Following years of disrepair, the multilingual digital signage at Southeast is scheduled for repair in the upcoming year, thanks to the dedication of Council Member Joyce Styles and the efforts of Larry Jirik and Susan Drye.

Save the Date

Many branches will be celebrating significant milestones in the upcoming year. The next two events include:

- Thompson Lane 60th Anniversary May 23
 T-shirts, tie-dye, musical performances, and a Puppet Truck show will kick off the
 Summer Reading Challenge in style.
- Bordeaux 25th Birthday Bash June 12, 5–7 PM Family-friendly fun, trivia, food, financial literacy workshops, and a scavenger hunt!

COLLECTIONS & TECHNOLOGY

Materials Management

- Noel conducted merchandising training for Donelson Branch staff and did materials management training for two new staff members. She also met with Richland Park and Edgehill branch Managers to discuss the collection effects of the Green Hills Branch closure later this year.
- Noel, Bethany and Joanna interviewed and selected a new Receiving Associate for the dept. Julie Lifto will start May 27th and is replacing Jaime Auerweck, who retired.
- Beth and Noel started a small pilot collection of adult talking books at BX, HM, HP, and SE. If successful, we will expand to other locations.
- Beth made arrangements to relocate Goodlettsville's Lucky Day collection during their closure and posted two collection spotlights: *Celebrate Arab and Arab American Voices; Earth Day Inspiration.*
- Joanna organized a Baker & Taylor (B&T) TitleTalk for NPL Children's staff. B&T's Grace Larochelle highlighted upcoming summer titles. Local author Adam Rosenbaum spoke about his debut novel, The Ghost Rules, and signed copies afterward.
- Joanna reminded Children's and Teen staff to withdraw outdated MNPS textbooks. Students can access textbooks online by signing on to <u>ClassLink</u> with their Office 365 account.
- Joanna posted three collection spotlights: *Totally Grossed Out, Teen Poetry, Earthy Reads and I Dream of Spring,* and encouraged Children's staff to inventory their board book collections in order to improve the data fed to Collection HQ. Eleven locations requested shelf lists, and one branch discovered that 113 board books had to be marked missing in CarlX.
- Melissa finished the Equal Access/LSDHH/Talking Lib collection ordering workflow instructions.
- Amanda posted the following blogposts: *How to People Better; Purple Romance Reads and* Facilitated TN Resource Sharing Committee Fix it Forum monthly webinar.
- Ben posted one blog post: One for Your Watchlist: The Fog, and two collection spotlights: *Newly Added Digital Nonfiction; April Is Financial Literacy Month.*
- Collection Development Librarians responded to a total of 615 material requests in PIKA and LibAnswers from staff and library customers.
- Susan prepped and recorded 3 stories: *The Story of a Gazelle; The Three Dogs*; and *Two Frogs*. I also began work on *The Black Bull of Norroway*.

Meetings/Webinars Attended:

- Internal: Staff Security Summit; Main Leadership meeting, Children's Services meeting; Materials Management Committee; Sexual Harassment/Drug-free workplace training; Ethics training; Regional Branch Manager's meeting; NPL musical instrument marketing meeting;
- External: Data Axle vendor meeting, Baker & Taylor vendor meeting; Summer 2025 Adult Library Seasonal Showcase; Spring Teen and Young Adult Book Buzz; Spring

Audiobooks; Library Love for LibraryReads; Memorable Manga; OCLC RSC25 Intralibrary loan webinars; TN Resource Sharing Committee Meeting.

	April New Circulation					
User category	# of Unique Users	Items checked out				
Digital	53,459	331,398				
Physical	20,315	122,450*				
Totals =	73,774	453,848				
	April New Acquisitio	ons				
Format	Сорі	es added				
Digital	6	5,173				
Physical	5	5,799				
Totals =	1	1,972				

Materials Management Statistical Report April, 2025

*Physical checkout statistics do not include renewals as this report is used by Material Services to determine the demand for content, not how long customers want to borrow the content.

Fund Source:	FY25 Funds	Free Balance	Total Amt Spent	% Spent	Spent in April
Metro-4% Funds*	\$6,997,555.67	\$3,770,407.25	\$3,227,148.42	46.12%	\$379,268.13
Foundation	\$710,234.25	\$709,854.09	\$380.16	0.05%	\$0
Subscriptions	\$197,800.00	\$0	\$197,800.00	100%	\$0
State & Federal Grants	\$430,500.00	\$0	\$430,500.00	100%	\$0
Part. Budget Central Asia	\$15,000.00	\$(121.47)	\$15,121.47	100.81%	\$0
Part. Budget Musical Instrum.*	\$144,900.00	\$45,564.38	\$99,335.62	68.55%	\$25,993.06
Totals	\$8,495,989.92	\$4,525,704.25	\$3,970,285.67	46.73%	\$405,261.19

*Funds for lessons and programming tracked elsewhere.

Shared Systems

- Staub and Lane are working on fixing code and errors resulting from buggy code to ensure successful online credit card payments for customers. This has been trickier than anticipated.
- Jones updated Aspen to 25.04.00.
- Jones is working on AspenCon 2025 planning. It will take place in Nashville on Oct. 8-10 2025.
- Ellis updated the catalog spotlight on the library homepage so that it shows up on mobile view.
- Cook and Ellis added all Talking Library podcasts to the NPL website. TL members can stream episodes of shows they missed live.
- Cook and Ellis are finalizing moving NECAT systems off of Zoho and onto Sharepoint.

- Cook and Ellis building the curriculum to train LSDHH folks on adding content to their website.
- Lane met with library managers and the AD for branch services at GH to brainstorm ideas for the upcoming GH closure/remodel. First order of business was to change the branch hierarchy list for filling holds. RP and EH moved much further down in the queue.
- Lane ran a query and sent a naughty list to staff about items long on the holdshelf. 🙁
- Ellis is setting up a test Beanstack for Nikki to review for summer reading purposes.
- Wingate completed Metro's Foundations of Conscious Inclusion training.
- Wingate is visiting Stratton Elementary School to assist with their inventory project.
- Wingate has been prepping systems and librarians for the end of the school year, including setting the final due date, facilitating hold pickup changes and holding the annual circulation guessing game (Limitless supplies the winner with a gift card).
- Wingate staffed a booth for the library at the Nashville Earth Day Festival, spoke with 200 attendees and signed folks up for library cards.
- Lane has begun drafting RFP for an integrated library system (ILS). This is the beginning of a multi-year project which will culminate with a likely ILS change by June 2027.
- The team met with the Metro ArcGIS folk and were able to make a friend who is willing to build us SHP files when we need them. This saves us a boatload of trouble. Thank you, Danielle!
- Jones got the team set up on a Signal group.
- Found out that because of an update to the ADA, government websites must be WCAG 2.1 AA compliant by April 2026. Team working on methods for ensuring this.
- Lane is working with Rutherford and Barber on potentially redefining the NPL service area and eliminating digital checkouts for out-of-county residents. We presented at the regional manager's meeting at the end of April and plan on presenting to Terri (and perhaps you all) in May.
- Jones, Wilson and Lane are working on a plan to show stored and on-bus material on the Limitless Bookmobile iteration of catalog.
- Cook and Ellis installed and are testing the Intercept events module for Drupal which was originally custom built for Richmond PL and is now used by a few other public libraries. If it could do the things Nashville needs (or if we could ensure development), then this product could save the library a lot of money as we would not need to find an events calendar vendor. Currently we are using the open-source product Bedework, but the support and development of that product is drying up.
- Staub continues to refine reporting for Jennifer Lee and the MNPS data warehouse team.
- As always, the team has been working to promote daily library operations by:
 - Working with front line staff to ensure access to systems.
 - Running a help desk for MNPS librarians

- Providing NPL staff with reports and statistics.
- Regular retrieval, edits and sideloads of new digital marc records into catalog to provide access to new acquisitions and remove metered-access items whose licenses have expired.
- Keeping the events calendar up to date with the latest online happenings.
- Improving system(s) usability with development, testing and planning features.
- Patron and item data cleanup and quality assurance.

Technology/Production Services/NECAT

IT Infrastructure Technology

> RJ Young Printer Replacements – Replace all Staff & Public Printers

- Work with RJ Young on deployment scheduling
- Begin replacements week of 04/01/25

Security Camera Additions

- Bookmobile Security 04/25 Complete
- Hermitage 4/17 Complete
- Pruitt 4/11 Complete

Southeast Art Wall

- Receive funding from council Complete
- Evaluate existing equipment Complete
- Quotes from vendors to repair/replace Ongoing
- Implement changes TBD

Computer Moves

- Goodlettsville Library Complete
- Main Custodians Complete

> INK

Completed

- Tagged HR documents for a smoother search experience
- Finished conversion of INK workgroup sites to "modern" sites
- Converted INK video formats to comply with new MS365 guidelines
- OSO Procedures updated to follow new Metro requirements

Current

Research replacement Office Supply ordering software

- Preparing INK sub-sites for modern conversion
- Added Jenny Ellis, Liz Coleman, Stephanie Ruhl to the INK admin workgroup for final stages of INK modern conversion

Production Services

> Live events

Production Services provided AV support for 60 production requests around the Nashville Public Library system.

- 36 Main Branch events with AV support
- 3 Satellite & Branch events (TL, NECAT, MA)
- 5 Maintenance visits (SE x3, BX, MA)
- 5 Filming sessions
- 7 Podcast Studio sessions (2 Just Listen, 1 FFT, 2 Wishing Chair, 2 NPLMB Podcast)
- 4 Hybrid sessions (NPLF Hybrid meeting, Shakespeare Allowed, Mayors Office, Children Dept meeting)

> Podcast Log

- 18 New episodes completed edits. Family Folk Tales (5), NPL Means Business (3), Just Listen (2), All Things Eerie (4), The Spark (3), Back in the Day (1)
- Published 8 episodes. Family Folktales (5), Legends of Film (1 re-release), Back in the Day (1), The Spark (1),
- YouTube/iTunes Stream data (April 1st-30th) Total combined streams = 2102

Podcast	Stream
Family Folktales	1242
All Things Eerie	25
Just Listen	168
Your Mind Matters	6
Truth B Told	472
Back in the Day	101
Legends of Film	33
The Spark	55

> NPLU Filming

- 2 videos completed, 1 with ongoing edits
- Published 2 videos Internally
- 3 Livestreams for April
- 5 Filming Sessions
- Channel Wide Stats

Channel Wide Views	7.2K
Hours of Watch Time	1.5k

Captioning Data

- Number of videos completed: 10 (includes 2 podcast episodes)
- Total time captioned: 08:43:17 (8 hours, 43 minutes, 17 seconds)

Talking Library (Travis)

March 2025 Talking Library Board Report Numbers:

- "Book Hour" 57 hours/episodes edited
- 6 books completed, 3 books in progress
- 8 instances of helping trouble-shoot technical issues with booth volunteers
- "Tennessean" Live Reading 5 times
- Filled-in for Ben one day when he was out
- 1 meeting with Ben reviewing NTL hosting procedures
- 2 meetings with Ben/Cynthia/Dave W. about NTL statistical reporting numbers
- Updated May Program Guide with Ben
- Updated NTL Outreach Brochure with Cynthia and Ben
- Sort collection of NTL books to be returned to circulation
- BoothFinder Screen Layout Design w/ Dave W. and Ben
- Updated BoothFinder Banner page drop down menu options using VSCode/GitHub

Stokes Media Report

- AV Techs (Audio for 4 live events) 31 hours (Teen Pact, Then & Now)
- Audio Engineering (WCP Goldilocks) 4 hours
- Camera Operators (Then & Now, Parnassus Author Talk) 8 hours

> Upcoming Production Projects and Highlights

- Established smoother workflow with StokesMedia. All booking needs and hourly tracking now completed through a shared spreadsheet.
- Facilitated a smooth and successful production of NPL's Safety and Security Summit. Received much praise from broad NPL staff.
- Production Services continues to thrive, completing our third consecutive month with over 60 production requests. As more events incorporate expansive AV elements—including filming, broadcasting, hybrid setups, and live remote captioning—our team has risen to the challenge. Each of these components adds layers to our production timeline and requires strong teamwork and collaboration. We're proud of our ability to adapt and support the growing needs of the Library system. We remain committed to providing high-quality service and are always happy to help wherever we're needed.

NECAT

Membership

New Members	9
People in Production 1	9
People in Production 2	0
People in Specialty Class	4
Equipment Checkouts	7

Studio Usage

	Blocks Booked	Time in Hours
Producer Led Productions	21	84
Podcast Studio Productions	14	56
NECAT Productions/Staff working Days	12	48
Meetings/Tours	7	10
Trainings	3	12
Editing Bay Usage	1	2
Holiday Closures	4	16
Cancelations	2	8

Kiosk Check-Ins

Reason	Number of People
Production	367
Class	13
Meeting	23
Tour	4
Event	8

Editing	1
Other	7
Total	423

Network Content

NPL Programming Run	
Time	12568.25 Minutes
MERTE	
MTSU Programming Run	
Time	6801.05 Minutes
New First Run Programs	0
New First Run Episodes	85
New NPL Carousel Bulletins	5
New Carousel Bulletins	1

April Quick View

4/4 54 Film Festival Awards
4/5 Production 1 Class (9 attending)
4/6 54 Film Festival Student Awards
4/11 NATAS Emmy Student Production Awards
4/13 Green Screen & Lighting Class (4 Attending)
4/14 Wishing Chair Taping
4/15 NPL Board Meeting NECAT
Presentation
4/16 Entertainment Commision Meeting
4/17 NECAT Member Meeting
4/19 Earth Day Celebration Live at Centennial Park
4/30 Forge Ahead Taping (11 attending)

May Upcoming

5/1 State of Metro Live
5/1 Juneteenth Poetry Jam Shoot
5/3 Production 1 Class
5/4 Audio Class
5/5 Wishing Chair Shoot at NECAT
5/7 NECAT Now Taping
5/8-9 Production 2 Class
5/14 NECAT Board Meeting
5/14 NECAT At Main for Wishing Chair
Shoot
5/17-18 Able Youth Tennis Camp Tourney
5/20 DDNS Due
5/21 Entertainment Commission Meeting
5/25 Closed Memorial Day Holiday

- 5/29 Metro Arts Forging Ahead Taping
- 5/30 Forge Ahead Taping

EDUCATION & LITERACY

Adult Literacy at NPL – Jamil Sameen

The Adult Literacy team pulled off another successful conference, which took place at Main on April 11th. This is one of the biannual professional development and networking opportunities that the Adult Literacy team provides for the local adult education community. During the Spring Summit the Adult Educator of the Year for 2025 was announced. Christy Ulm, a developmental specialist from UpRise Nashville, was selected as the runner-up and Consuela Reed, ESL instructor from NICE, was chosen as the Adult Educator of the Year. This designation honors an exceptional person who makes a significant contribution to the adult education community in Davidson County.

Megan Gerlach joined the Adult Literacy staff as the new Program Associate. She comes from Parks and Recreation with many years of experience in serving the community and an emphasis on adult programming. She will be contributing to the programming and professional development tasks of the Adult Literacy program.

As a part of grant process, the team met with the Carnegie Corporation of New York's 11 finalist libraries for their \$5 million grant. The proposals will be presented at their board meeting on June 5th, where the results will be announced officially. Adult Literacy at NPL is proud to be considered for \$450,000 for a two-year program providing ESL classes at library branches by local nonprofit agencies.

Adult Literacy staff remain active on the Coalition for Better Future for Southeast Nashville and serve on the Steering Committee. The team is working on some health and social support events for adult learners in Nashville. The team is looking into combining a student celebration (tentatively scheduled for August) with one of the coalition's events to offer support and celebrate adult learners holistically.

Adult Literacy staff presented to students of an English teaching class in the College of Education at Belmont University, providing details about Adult Literacy services at NPL.

In April, the mobile labs served 18 learners. Nashvillehelps.com was down due to the latest Microsoft updates. A total of 12 new library cards were issued.

Bringing Books to Life! - Liz Atack

BBTL provided 102 programs with 1,835 in attendance in April, 47 of which were story times.

April was a busy hiring month for BBTL. Liz Atack made an offer to a candidate for the Early Literacy Coach position, and she will start on May 12th. Interviews were also conducted for

BBTL's vacant Curriculum & Training Coordinator position. The selected candidate will start on May 26th. The team is excited to broaden and deepen the skillsets represented in BBTL with new staffing.

Liz Atack provided a session at Lipscomb University's Global Voices in Education conference. The session topic was "Tell Me About It! Narrative Skills in the Early Childhood Classroom." Several of the 17 teachers who attended said they learned techniques that they would use immediately in their classrooms. Liz ran into one teacher afterwards who, inspired by the session, was looking for a wordless book to share with her students.

One of the teachers mentioned that she had attended a workshop given by Marie Preptit and Shannon Albee in the Fall. She said the workshop had been excellent and that she had saved the slides and began implementing new methods immediately in her kindergarten classroom. Additionally, as part of a graduate level class, she was asked to give an example of a good or bad professional development experience. After her classmates had given examples of bad PD, she shared our workshop as an example of a great experience.

Klem-Marí Cajigas participated in the LaundryCares Foundation's Free Laundry Day on April 29th at a laundromat in Madison. She talked to families about NPL resources, signed up individuals for library cards, and gave away books. BBTL looks forward to participating in future events.

BBTL held two teleprompter read filming days for Begin Bright in April. Former News Channel 5 reported Vicki Yates recorded the opening videos for each of the 5 online courses for the Begin Bright digital learning platform. Ms. Yates will also provide the voiceovers for the platform's demonstration videos. In other Begin Bright news, the curriculum materials have been completed, and the guide is being laid out by a contracted graphic designer. The team has started purchasing materials for the curriculum kits.

Caroline Cronin, in addition to providing 48 COACH sessions this month, led the NPL Wellness Works Meditation Challenge and a Chair Yoga session at the Adult Literacy Conference on April 11th.

Be Well at NPL – Bassam Habib

Be Well's Community Gardens Food Justice & Nutrition Literacy Program launched in March of 2024 at Edmondson Pike and has now expanded to three branches. The project began as an initiative to expand and grow access to food and combat food insecurity. This project is being studied by Professor Noah Lenstra from the University of North Carolina in Greensboro and his PhD candidates. Professor Lenstra previously highlighted Be Well at NPL in his book "Healthy

Living at the Library," and plans to highlight Be Well's community garden initiative in his upcoming book about food justice.

Be Well's partners with the following on the community garden initiative: The Seed Library, Master Gardeners of Davidson County, Ellington Agricultural Center, Cul2vate Nashville, and The Nashville Food Project.

Bassam Habib is creating and hosting a gardening literacy program for NECAT that will be filmed at Edmondson Pike. Topics will include:

- Creating a garden in any home
- How to grow your own food
- Ideas for building community through gardening
- When to plant
- Growing herbs, greens, legumes, and sweet potatoes
- Creating planters with common household items
- Composting and improving soil
- Keeping houseplants alive and thriving
- Propagating your own plants
- Gardening as activism and a source of creativity

Be Well's new Parent/ Family Support and Breastfeeding Literacy Program with Realistically Fed started this month. Be Well's lactation counselor hosted 4 breastfeeding literacy classes at NPL. These classes were accompanied with an Infant & Toddler CPR class, a mindfulness for parents support group, a pelvic floor and postpartum recovery class, and a pregnancy nutrition class. The program is taught in both Spanish and Arabic.

In April, Be Well held 39 yoga and meditation classes led by Small World Yoga. These classes see an average of 15 people per class, some see over 25 participants each week.

COVID and FLU tests are still being distributed across all 21 branches, with Main and Inglewood seeing over 95 tests going out every month. At Main, these tests are most distributed to unhoused patrons

Bassam met with Lavelle Miller, a librarian at Main, and representatives from the TN Innocence Project to begin a pilot letter writing workshop at the Main branch. The workship will be held on Sundays after the Be Well Sunday Meditations class. Class attendance at the branches is steadily growing. Donelson's Breathwork and Somatic Movement class had 18 participants, Bellevue's Meditation class had 20 participants, and Tai Chi classes saw 23 participants at Green Hills and 25 participants at Hermitage.

Overall, Be Well had 90 total classes across all 21 branches and served approximately 450 library visitors in April.

Digital Inclusion – Marian Christmon

Digital Inclusion completed a training series at Workforce Essentials in April. The training goal at Workforce Essentials is to prepare older adults for returning to work with a basic knowledge of Microsoft Office applications.

Senior Tech Academy was also completed with a group that was a combination of Goodlettsville and Madison patrons, with classes being held in both locations.



Several Senior Planet workshops and lectures were also held at Bordeaux branch and Mary, Queen of Angels. There are approximately 7-10 more workshops scheduled for May.

Marian Christmon presented an overview of the Digital Inclusion program to a class at Belmont University. The students were very receptive to the idea of teaching older adults to use computers.

The Digital inclusion team attended KIPP Nashville College Prep Elementary for their Family Literacy Night on April 30th, and displayed NPL and AT&T resources on Digital Parenting.

Limitless Libraries – Syreeta Butler

COLLECTION DEVELOPMENT

Sarah Allen and Emily Farmer successfully completed the collection development process for all participating schools, efficiently addressing vendor-related challenges as they arose. In

preparation for the upcoming academic year, preliminary planning and organization have already begun.

COMMITTEE/ GROUP PARTICIPATION/ PROFESSIONAL DEVELOPMENT

Sarah Allen, Syreeta Butler, and Emily Farmer attended the Limitless Libraries/ MNPS Library Services Planning Meeting to discuss upcoming events and receive program updates.

All Limitless Libraries team members participated in the NPL Safety and Security Summit to enhance preparedness and safety awareness.

Emily Farmer represented Limitless Libraries at the Summer Reading Work Group Meeting. She shared relevant data with MNPS Library Services and coordinated materials for summer programming.

Sarah Allen, Syreeta Butler, Sidra Cutts-Byrne, and Emily Farmer also took part in the weekly MNPS Library Services Office Hours, providing updates from NPL and answering questions about Limitless Libraries services.

OUTREACH

Sidra Cutts-Byrne conducted school outreach across nine campuses, supporting school librarians with a variety of projects such as Collection weeding, Coordinating the Middle School Battle of the Books school challenge, Participating in Student-Led Conferences, Observing Puppet and Felt Board Storytelling, Engaging in the afterschool Stepping Stones Project, and Hosting Lunch and Learn events. Sidra also Organized a "Stuffie Sleepover" at Andrew Jackson Elementary, which included Lolly the Library Book Puppet who was featured in a video explaining Limitless Libraries functionality to students.

Additionally, Sidra assisted with the Mini Battle of the Books at Apollo Middle School for 5th graders, and managed an activity table. All her outreach efforts led to direct engagement with 202 students, 4 teachers, 29 school librarians.

Together with Sarah Allen and Emily Farmer, Sidra helped distribute 37 Golden Ticket prizes and informational materials about Limitless Libraries to students across multiple schools.

ADDITIONAL UPDATES

Bookmobile Services

The bookmobile continues to experience high demand, supported by two full-time and one parttime staff member. The team handled requests, conducted pre-visits, met with charter school administrators, attended school events, provided reference support, and adjusted the collection on-site to suit different age groups. They are also working closely with NPL to plan upcoming visits. Syreeta Butler is actively collaborating with NPLF to pursue funding opportunities aimed at expanding and sustaining the bookmobile collection and adding staff to meet demand. Current prospects include the Dollar General Literacy Foundation, Governor's Early Literacy Foundation, and Joe C. Davis Foundation. The focus remains on curating a diverse, community-reflective collection that meets student needs.

Bookmobile Activity Snapshot

- School Requests: 10
- Pre-Visits: 4
- Scheduled Visits: 4
- Completed Visits: 3
- Total Visitors: 457
- Items Checked Out: 440
- Programs Held: 11
- Program Participants: 28
- Reference/Advisory Questions Answered: 31
- Additional Visits: 2 NPL branches
- Committee Participation: Teen Services Meeting

Vehicle Maintenance

- Parking brake repair completed (April 17)
- Security camera installation (April 25); additional network components pending
- Routine lift maintenance performed

CIRCULATION

In April, Limitless Libraries circulated 6,136 items using 1,587 green bags, 259 gray bins, and the return management of 40 book trucks. Despite holiday-related closures, 41 book truck deliveries were completed.

The Puppet Truck – William Kirkpatrick

In April, The Puppet Truck conducted a total of 41 shows for 4,108 attendees. Team members were also able to accommodate for 11 branch shows for Celebration of Cultures month. *Ali Baba* was the show of choice this month.

Work continues in planning for The Puppet Truck's 20th anniversary celebration in June, as well as additional summer programming.

Discussions were held this month about ordering new equipment for trucks 1 and 2, including new devices for the inside of the trucks, new wheels, and additional maintenance servicing

Wishing Chair Productions – Bret Wilson

in May.

In April, Wishing Chair Productions conducted 16 in-person story time performances with an audience count of 884 patrons, 17 in-person mainstage performances with an audience count of 1,229 patrons, and 4 in-person Shadow Puppet workshop sessions at Friends Life Community, for a total 37 programs with 2,153 patrons in attendance.

During the month of April, Wishing Chair offered *Ellingtown* on the main floor of the children's theater, allowing the team to keep the mainstage clear to load the new show scheduled to premiere

Rehearsal started with the entire company to bring *Peter and the Wolf* to the Nashville Symphony next month. The Wishing Chair team updated the look of the production by creating a new tree, wall, hunter, cat, wolf and a more stable platform.

Wishing Chair completed its three-month long residency with the 6th grade students of Harding Academy. Ms. Bailey Woods— the Art Teacher at Harding Academy— expressed her gratitude for the team's involvement in their Hand Puppet Workshop:

"... Thank you again for your tremendous help for our puppet unit this year. It was wonderful to have you, Noel and Pete help plan, build and perform for our puppets. You all were inspirational! Thank you again for all of your time and









resources. The kids continue to talk about how much fun they had during this unit. Thank you, thank you, thank you!"

Wishing Chair held the first audio preview of the *Goldilocks* soundtrack for members of the library administration, foundation staff, cast, BBTL members, and Wishing Chair company members, and the reception was positive. Blocking/ rehearsals are scheduled to start in mid-April.

Production Credits

Program Manager Bret Wilson was responsible for the Adaptation, Direction, and Lyrics.

Travis Humbert was assigned Dialogue Engineer.

Steve Stokes was in charge of Musical Direction and Composition.

Musicians responsible for tracking the instruments were Brandon Moore, Steve Patrick, Barry Green, Brian Powell and Scott Williams.

Vocal Artist's and their cast roles are as follows:

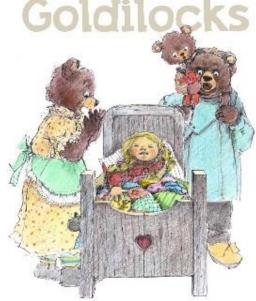
Brian Waltman as *Feathers* Jenny Littleton as *Goldilocks* Bret Wilson as *Papa Bear* Courtney Buggs as *Mama Bear* David Torres Fuentes as *Jr*.

Louise Krauss created the Concept Art for the *Goldilocks* poster.

Tom Tichenor's orignal puppets will be used in the production, as well as additional puppets constructed by Noel Williams.

Pete Carden, Bret Wilson, Brian Waltman, and Valery Batta were responsible for Set and Scenery Construction, Evelyn O'Neal for Fabric Construction and Promotional Materials, and Roben Torres for Paint.

Wishing Chair continues to work on the joint music video "What's A Budget?" for Metro Budgets Department. This project started under the supervision of Teen Studio manager Niq







Tognoni in the creation of the lyrics, amd was then handed off to Wishing Chair to create the concept. After working with Production Services to record the music with talented musicians, the team is now moving to film the green screen video at NETCAT and gathering additional footage from divisions throughout Davidson County. The project is scheduled to be complete next month.

Wishing Chair conducted a month-long Shadow Puppet Workshop with members of Friends Life Community. The 4-week workshop celebration will occur on May 6th and will consist of a final rehearsal and performance.





Wishing Chair participated in NPLF's 2025 Picnic with the Library by creating Max's boat from the book *Where the Wild Things Are*, and conducting one Storytime centered around the book, and two performances of *Ellingtown*. Members of the company roamed throughout the event with characters from the puppet collection.

The Metropolitan Historical Commission voted to approve the proposal for a historical marker honoring Thomas Hager Tichenor being placed at the Nashville Public Library. The next step is to finalize the language for the marker which should take place next month.



The completed "I Am NPL" Heart Art was unveiled during the April Board Meeting and placed on the second-floor landing of the Nashville Public Library. The display was created to commemorate Celebration of Cultures month, and will rotate to several branch library's starting in May.

Studio NPL – Niq Tognoni

10 Year Anniversary

April 8th marked 10 years since Studio NPL Main officially opened, though programming in earnest didn't begin until the summer of that year. To mark the occasion, Studio NPL staff hosted a celebration with the teens, offering a variety of rotating activities including music, robotics, and tech-crafts, along with snacks and beverages for participants. Events like these are a great way to introduce newer patrons to the space, and the team is thrilled to have over 40 teens stop by to celebrate!

This summer, Marcom is helping push the "Summer of Studio NPL" campaign to celebrate the 10th summer of exciting programs and intensives, while also tying Studio NPL into the broader narrative of music at NPL.



Studio NPL patrons get ready for the Sphero Maze Challenge at our 10th year celebration with mentors Stuart and Amy.

Weekend Activities:

Although Studio always offers open lab programming on Saturdays, April was a particularly busy month for weekend workshops and events. Staff facilitated an all-ages photography workshop at Donelson with nearly 20 participants, hosted a family-focused podcast workshop with the Parthenon staff at Studio NPL Main, ran a music production and music video workshop with a Girl Scout troop, and even set up an activity for kids at the NPLF Picnic— complete with a custom *Where the Wild Things Are* maze and musical "Rumpus."



Girl scouts work on their music video at Studio NPL; recording an original song in the Studio and performing and editing a video about the founder of Girl Scouts.

Outreach:

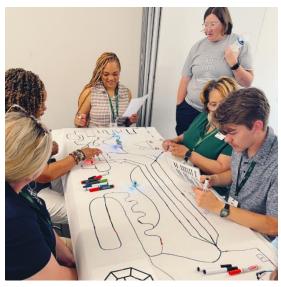
For National Library Outreach Day, Studio's mobile team brought the popular "Ozobot Robot City" workshop to Y-CAP in East Nashville. The Studio team does a lot of programming at East Branch and nearby schools, so participants already knew most of the team members from other programs, demonstrating one of Studio NPL's Mobile Lab goals: connecting young people to a sense of community and the library.

The mobile team also hosted a multi-day "Zine Fest" workshop at a community school, helping teens learn about simple publication, zine creation, and how to host a small event.

In addition to regular school and community center programming, Outreach Coordinator, M. Kelley, presented at the Tennessee Recreation and Parks Association conference, offering a hands-on experience with simple robotics for parks professionals from across the state. They also

discussed building community partnerships— a topic presented in previous years with this organization.

Tech Coordinator Stuart Wilson presented at Adult Literacy's Spring Conference on practical uses for artificial intelligence in community work. While Studio staff aren't AI experts, they've hosted several workshops for teens and adults exploring introductory ways to use AI in creative and community contexts. The program was well attended, and several participants have since visited Studio NPL to see the space and learn more about Studio NPL programs.



Parks and Rec professionals learn some simple coding with "Ozobot Robot City."



Technical Coordinator Stuart Wilson presents on Artificial Intelligence at the Adult Literacy Conference.

MAIN Adult Services

Reference	Patron	Total	Program	Instagram	Notary	Exams
Questions	Interactions	Programs	Attendance	Followers	Appts.	Proctored
486	4,161	173	1,540	997	15	3

- Lavelle Miller is working with the Public Defender's Office to bring a "Know Your Rights" program to the library. Lavelle is also working with Youth Villages to promote their services for youth aging out of the foster care system.
- Liz Coleman hosted author Catherine Coleman Flowers and former Vice President Al Gore at an author conversation event at the Main Library. TN State Representative Justin Pearson and Josh Coleman from the Obama Foundation were in attendance.
- Leigh Ann Wilson hosted two sessions of Watercolor Wednesdays at Church Street Park with 12 people in attendance for each session.

Archives

Patron	Collection	Images	AV	Programs	Outreach	New
Requests	Donations	Scanned	Material			Instagram
			Digitized			Followers
182	3	2,678	0	2	1	32

- Our soft launch of the Nashville Neighborhood and Culture Home Movie Project earlier this month was a success. We accepted a number of VHS and film materials to digitize from four Nashville families.
- New Metro Archivist, Kelley Sirko, completed the requirements for the Archives Management Certificate at the Tennessee Archives Institute given by the TN State Library and Archives.
- Archives accepted a donation of research files belonging to the late Ridley Wills earlier this month.

Children's

Reference	e Patron	Total	Program	Total	Outreach	Instagram
Question	Interactions	Programs	Attendance	Outreach	Attendance	Followers
274	580	31	909	9	535	741

- Pat Bashir, Nikki Glassley, and Sol Ayala were all in attendance to support the NPLF annual Picnic with the Library. The team engaged with many visitors, many of whom were exploring the Main Library for the first time, and received enthusiastic praise for the department.
- The team spent much of April working on weeding and shifting to ensure that the collection remains fresh and inviting.
- Danielle Geiger created a Spring Scavenger Hunt for the Children's Department. Patrons have enjoyed finding different flowers by following hints and clues.

Equal Access

ADA Computer	Study Room	Library Card	Braille Printing	EARS Weather Radios
Reservations	Reservations	Registrations	Requests	distributed
10	2	5	2	3

- The Equal Access Team is excited to bring deaf singer/songwriter Mandy Harvey to the Main Library for a performance and talk about her journey through the music industry. This event will be June 21, 2025.
- Daniel Motes and Brenda Boaz-Pond joined story times at Hermitage and the Main Library to include ASL for toddlers.
- The Talking Library team recently revamped their informational brochure and continue to find ways to attract more listeners.

Special Collections

Reference	Patron	Total	Program	Total	Outreach	Instagram
Questions	Interactions	Programs	Attendance	Outreach	Attendance	Followers
717	2,567	14	341	1	50	461

- Special Collections has created an internal team dedicated to posting to the NPL blog. The objective is to promote accessibility and discoverability to both physical and digitized content.
- Lt. Michelle Coker, MNPD, reaffirmed the community connection between Special Collections and MNPD. Elliott Robinson from the SCC team is the main liaison for this important relationship.
- This month we hosted another installment of *Then and Now: Nashville Communities from Sub-Saharan Africa* was a success.

Teens

Reference	Total	Program	Outreach	Outreach	Instagram
Questions	Programs	Attendance		Attendance	Followers
194	57	881	8	157	859

- Santiago Cardenas hosted a week-long celebration to honor graduating seniors that visit the Teen Department daily. The eleven teens each received a gift bag, then they each signed a stuffed owl that will live in the Teen Department as well as a signing a "Class of 2025 book end" that will remain in the space.
- Teen staff hosted a week of Earth Month themed activities including crafts using recycled materials to create mosaics, paintings, and clothes.
- The nowatnpl.teens Instagram account had 8,900 views this month. This is an increase of over 3,000 views. The most viewed posts were a promotion for a clothing swap and a post for National Library Outreach Day.

MARKETING & COMMUNICATIONS

Library Giving Day 2025

Thanks to NPL/MarCom's support, NPLF raised **upward of \$17,000**—including from new donors, who donated as soon as NPL's giving email went to NPL e-news subscribers on the Foundation's behalf.

Results:

- Email marketing: Reach: 214,217 Opens: 67,976 Clicks: 972
- Socials Reach: 1,440

PLUS: Digital signage takeover at all NPL locations w/ digital signage

National Volunteer Appreciation Week 2025

Full-suite marketing support: content package featuring volunteers, event photography, email marketing, socials, web, earned media **Results:**

• Email marketing:

No. 1 NPL April E-Newsletter Reach: 215,699 Opens: 73,309 Clicks: 365

No. 2 Director's Message to NPL Volunteers Reach: 736 Opens: 374 Clicks: 5

- Socials Reach: 11,168 Interactions: 425
- Earned Media NewsChannel 5

New Business – May 20, 2025 Nashville Public Library

Returning Partners:

GRANT CONTRACT BETWEEN THE METROPOLITAN GOVERNMENT

OF NASHVILLE AND DAVIDSON COUNTY AND AAOC Camps For Youth Development

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

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Thursday during the fall semester (September 2 to December 12, 2025) and spring semester (January 7 to May 8, 2026), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs*.

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

NAZA-funded summer program with AAOC Camps for Youth Development will occur between July 1-31, 2025 and/or June 1-30, 2026. (not applicable to organizations not providing summer programming)

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

A typical program day should focus to creatively combine:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) reflecting youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.
- Focus on youth's skill building, in line with Nashville's Vision for Holistic Youth Development (curricula with activities will be available for individual skills).
- Other Experiences (e.g. physical activity, health and wellness, mental health, healthy eating activities, team games with rules, career exploration, field trips and other age-appropriate developmental activities.) that offer fun, support team and relationship building and foster holistic youth development.
- Youth-led activities or projects if the Recipient chose to apply and was awarded additional (up to \$1000) for youth-led projects. The Recipient must follow NAZA's AAOC Camps for Youth DevelopmentYIA guidance for youth leadership along with other best practices and consult with NAZA team members (YIA Coordinator and/or Partnerships Manager) for the best results.
- NAZA funds should not in any shape or form be related to any religious content or affiliation. NAZAfunded programs should not proselytize during their regular programming time, nor should youth be accepted or denied based on their religious affiliation or commitment to engaging in any type of religious activities before or after NAZA programming time.
- While we encourage using various learning software and educational games to enhance youth learning, we strictly prohibit enabling access to any video games that include violence, shooting or other unwanted behaviors, especially those rated M for Mature, are of solely entertainment purposes during NAZA-funded time. Programming time should focus on young people's development.

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

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

Requirements for Programming

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

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

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

Recipient will receive space approval from school administration for programming.

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

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

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

Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

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

6) _____ **Experiential Activities:** Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are

individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

7) _____ System-Wide Meetings & Events: Recipient is responsible for hosting at least 2 free, youth-led events during the 2025-2026 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.

8) _____ Branding: Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

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

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

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

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

12) _____Professional Development:

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

Program Directors and Site Managers are <u>required</u> to attend the following:

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

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

Program Directors and Site Managers strongly recommended trainings:

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

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

Front-line and Part-time staff are <u>required</u> to attend the following trainings:

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

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

- Advanced Positive Youth Development
- Salesforce Student Management Systems
- Strategies for Employee Retention and Recruitment

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

13) _____ Evaluation Tools:

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

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

a) A baseline self-assessment utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-selfassessment of their program and enter results in YPQI's Scores Reporter.

b) Developing and uploading a **Program Improvement Plan** based on the results of all available YPQA or SELPQA assessment tools (i.e. self-assessments, external assessments, and Leading Indicator Survey results).

c) A follow-up YPQA/SEL PQA self-assessment at the end of the school year, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.

d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners unless otherwise requested. For new partners one external assessment will be conducted annually for the for the first three years.

e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.

f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey**, **Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.

g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.

h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey, Managers** annually in the spring semester to capture the experiences of administrators with the program.

i) NAZA-funded partners are also required to provide access to YPQI's **Leading Indicators Survey**, **Family** annually in the spring semester to attempt to capture the experiences of parents and guardians of youth in the program.

j) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings <u>as</u>

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

k) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.

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

15) _____ Staff Survey (Director/Manager and Staff): Recipient is required to administer a one-time Leading Indicator Survey, Staff by program staff the spring semester.

16) _____ Family Survey: Recipient is required to provide families access to a one-time Leading Indicator Survey, Family by program administrators the spring semester.

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

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

18) _____ Youth in Action Project Funding (If applicable): The Recipient is required to establish and attend scheduled meetings – in-person or virtual – with NAZA Youth In Action staff. The Recipient must create conditions for youth-led projects and activities and provide project details and photographic proof of such activities in the NAZA end of the year narrative report. The Recipient also understands if proof of a youth-led project is not provided, the allotted funding will be subtracted from the final funding disbursement.

Operational Policies:

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

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

- Meet the 2025-2026 Performance Indicators specific to the Recipient (see Annex 6).
- Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program. Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

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

In summary, the Recipient will commit to the following:

- 1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
- 2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
- 3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2025-2026 school year and summer, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
- 4. Full implementation of program quality requirements, including administration of the youth survey.

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

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

B. **GRANT CONTRACT TERM:**

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2025, and ending on June 30, 2026. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.
- B.2. **Grant Extension.** This grant may be extended by 12 months, not to exceed 60 months (with 12-month terms each time upon annual approval/availability of NAZA funds). To be considered for extension, the Recipient must meet the following conditions:
 - NAZA- funded partner for 5 years with no contract disruption or corrective action plan within the past 12 months;
 - Exhibit low risk on Metro Risk Assessment tool,
 - Present annual audit covering the past 12 months, as of April 20 of the current year
 - Pass annual compliance checks,
 - Meet performance indicators set in the contract.

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

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed \$117,650 (25 slots for afterschool, 25 slots for summer, and transportation). The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

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

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

The Recipient must provide accurate and timely recording of programming sessions and student attendance in the NAZA Data Management System, Salesforce, before the second and third payments are processed. Daily student sign-in sheets (paper and digital) must be maintained as backup documentation to support the entries.

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

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

The second invoice of up to 40% of the total awarded amount will be processed as the second advance for the Spring semester and may be reduced based on the actual expenditure of the program from the first two quarters. The invoice must be submitted by January 15th along with the second scheduled expenditure report.

The third and final invoice of up to 10% of the total awarded amount is a reimbursement based on annual reconciled expenses and will be processed upon the receipt of the year-end narrative and expenditure reports due July 10th, 2026 This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. **Any invoice for 2025-2026 year not received by the deadline date will not be processed and all remaining grant funds will expire**.

Same invoicing terms apply to organizations receiving funds for summer only.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit (See Metro Non-profit Grants Manual for details on backup documentation)

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

The Recipient must send all invoices to:

Nashville After Zone Alliance 615 Church St, Nashville, TN 37219

C.4. Reporting

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

All grantees must submit expenditure reports four times a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract.

The expenditure reports format is shown on Annex 2 attached to this contract. The quarterly expenditure reports are due on the October 15, 2025, January 20, and April 15, and July 10, 2026.

The exception are the organizations receiving summer funds only. Those partners will submit reports from quarters one and four if programming both in July 2025 and June 2026. No expenses will be allowed for quarters two and three.

In addition to the report, the Recipient may receive a request to provide backup financial documentation such as general ledger, payroll information, and other documents supporting expenses from NAZA team for financial monitoring purposes.

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

Program/narrative Report

All grantees must submit narrative report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on July 10, 2026.

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

C.5. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.

- C.6. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.7. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. **Electronic Payment**. Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. Termination for Cause. Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. **Termination –Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be

entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.

- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Narrative Reporting.** The Recipient must submit a <u>Year-End Program Report</u>, to be received by July 10th. Said report shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Financial Reporting.** The Recipient must submit quarterly expenditure report for the 2025-2026 programming year to reconcile grant receipts with grant revenues. Reports must be received no later than October 15, January 20, April 15 and July 10 of FY '26 (July 1, 2025 June 30, 2026).
- D.13. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be

waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.

D.14. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract. **All types of insurances below are required.**

D.14.1 Proof of Insurance

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

D.14.2 General Liability Insurance

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

D.14.3 Automobile Liability Insurance

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

D.14.4 Worker's Compensation Insurance

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

D.14.5 Sexual Molestation and Abuse Insurance

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

D.14.6 Such insurance shall:

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

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

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes

METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

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

D.14.7

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

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

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

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

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

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

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

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

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

D.16. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D.17. Indemnification and Hold Harmless.

(a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

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

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

- (d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.18. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.19. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.20. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of

the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.

- D.21. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.23. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

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

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

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

Metro

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

Recipient

Caroline Davis, CEO

AAOC Camps for Youth Development

1326 Rosa L. Parks

Nashville, TN 37208

615-289-2716

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

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any

federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.28. Certification Regarding Debarment and Convictions.

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

Annexes

The following annexes constitute part of this contract:

<u>Annex</u>1 – Metro Invoice Template

<u>Annex 2</u> – Expenditure Report Template

Annex 3 – Budget

<u>Annex 5</u> – Partner Data-Sharing Sub-Agreement <u>Annex 6</u> – Performance Indicators

Annex 4 – Minimum Standards for NAZA funding

<u>Annex 7</u> – Enrollment forms

<u>Annex 8</u> – Program site/s

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THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY: APPROVED AS TO AVAILABILITY OF FUNDS:	RECIPIENT: AAOC Camps for Youth Development By (Signature):
Director of Finance APPROVED AS TO RISK AND INSURANCE:	Title: Sworn to and subscribed to before me a Notary Public, this day of, 202 Notary Public
Director of Insurance APPROVED AS TO FORM AND LEGALITY:	
Metropolitan Attorney FILED IN THE OFFICE OF THE CLERK:	
Metropolitan Clerk NASHVILLE PUBLIC LIBRARY	My Commission expires
Library Director	

GRANT CONTRACT BETWEEN THE METROPOLITAN GOVERNMENT

OF NASHVILLE AND DAVIDSON COUNTY AND ASPIRING YOUTH ENRICHMENT SERVICES

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

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Thursday during the fall semester (September 2 to December 12, 2025) and spring semester (January 7 to May 8, 2026), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs*.

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

NAZA-funded summer program with Aspiring Youth Enrichment Services will occur between July 1-31, 2025 and/or June 1-30, 2026. (not applicable to organizations not providing summer programming)

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

A typical program day should focus to creatively combine:

• School day supports (reading, homework, etc.)

- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) reflecting youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.
- Focus on youth's skill building, in line with Nashville's Vision for Holistic Youth Development (curricula with activities will be available for individual skills).
- Other Experiences (e.g. physical activity, health and wellness, mental health, healthy eating activities, team games with rules, career exploration, field trips and other age-appropriate developmental activities.) that offer fun, support team and relationship building and foster holistic youth development.
- Youth-led activities or projects if the Recipient chose to apply and was awarded additional (up to \$1000) for youth-led projects. The Recipient must follow NAZA's Aspiring Youth Enrichment Services YIA guidance for youth leadership along with other best practices and consult with NAZA team members (YIA Coordinator and/or Partnerships Manager) for the best results.
- NAZA funds should not in any shape or form be related to any religious content or affiliation. NAZAfunded programs should not proselytize during their regular programming time, nor should youth be accepted or denied based on their religious affiliation or commitment to engaging in any type of religious activities before or after NAZA programming time.
- While we encourage using various learning software and educational games to enhance youth learning, we strictly prohibit enabling access to any video games that include violence, shooting or other unwanted behaviors, especially those rated M for Mature, are of solely entertainment purposes during NAZA-funded time. Programming time should focus on young people's development.

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

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

Requirements for Programming

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

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

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

Recipient will receive space approval from school administration for programming.

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

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

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

Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

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

6) _____ Experiential Activities: Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

7) _____ System-Wide Meetings & Events: Recipient is responsible for hosting at least 2 free, youth-led events during the 2025-2026 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.

8) _____ Branding: Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

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

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

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

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

12) _____ Professional Development:

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

Program Directors and Site Managers are <u>required</u> to attend the following:

• NAZA Essential Operations training

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

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

Program Directors and Site Managers strongly recommended trainings:

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

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

Front-line and Part-time staff are <u>required</u> to attend the following trainings:

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

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

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

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

13) _____ Evaluation Tools:

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

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

a) **A baseline self-assessment** utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-selfassessment of their program and enter results in YPQI's Scores Reporter.

b) Developing and uploading a **Program Improvement Plan** based on the results of all available YPQA or SELPQA assessment tools (i.e. self-assessments, external assessments, and Leading Indicator Survey results).

c) A follow-up YPQA/SEL PQA self-assessment at the end of the school year, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.

d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners unless otherwise requested. For new partners one external assessment will be conducted annually for the for the first three years.

e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.

f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey**, **Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program. g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.

h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey, Managers** annually in the spring semester to capture the experiences of administrators with the program.

i) NAZA-funded partners are also required to provide access to YPQI's **Leading Indicators Survey**, **Family** annually in the spring semester to attempt to capture the experiences of parents and guardians of youth in the program.

j) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings <u>as</u>

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

k) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.

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

15) _____ Staff Survey (Director/Manager and Staff): Recipient is required to administer a one-time Leading Indicator Survey, Staff by program staff the spring semester.

16) _____ Family Survey: Recipient is required to provide families access to a one-time Leading Indicator Survey, Family by program administrators the spring semester.

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

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

18) _____ Youth in Action Project Funding (If applicable): The Recipient is required to establish and attend scheduled meetings – in-person or virtual – with NAZA Youth In Action staff. The Recipient must create conditions for youth-led projects and activities and provide project details and photographic proof of such activities in the NAZA end of the year narrative report. The Recipient also understands if proof of a youth-led project is not provided, the allotted funding will be subtracted from the final funding disbursement.

Operational Policies:

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

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. The Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (see Annex 4) and maintain relevant documentation to verify compliance with the policies.
- Meet the 2025-2026 Performance Indicators specific to the Recipient (see Annex 6).

• Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program. Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

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

In summary, the Recipient will commit to the following:

- 1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
- 2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
- 3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2025-2026 school year and summer, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
- 4. Full implementation of program quality requirements, including administration of the youth survey.

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

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

B. **GRANT CONTRACT TERM:**

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2025, and ending on June 30, 2026. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.
- B.2. **Grant Extension.** This grant may be extended by 12 months, not to exceed 60 months (with 12-month terms each time upon annual approval/availability of NAZA funds). To be considered for extension, the Recipient must meet the following conditions:
 - NAZA- funded partner for 5 years with no contract disruption or corrective action plan within the past 12 months;
 - Exhibit low risk on Metro Risk Assessment tool,
 - Present annual audit covering the past 12 months, as of April 20 of the current year
 - Pass annual compliance checks,
 - Meet performance indicators set in the contract.

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

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed \$412,275 (100 slots for afterschool, 100 slots for summer, transportation and youth-led activities). The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

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

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

The Recipient must provide accurate and timely recording of programming sessions and student attendance in the NAZA Data Management System, Salesforce, before the second and third payments are processed. Daily student sign-in sheets (paper and digital) must be maintained as backup documentation to support the entries. The first invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

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

The second invoice of up to 40% of the total awarded amount will be processed as the second advance for the Spring semester and may be reduced based on the actual expenditure of the program from the first two quarters. The invoice must be submitted by January 15th along with the second scheduled expenditure report.

The third and final invoice of up to 10% of the total awarded amount is a reimbursement based on annual reconciled expenses and will be processed upon the receipt of the year-end narrative and expenditure reports due July 10th, 2026 This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. Any invoice for 2025-2026 year not received by the deadline date will not be processed and all remaining grant funds will expire.

Same invoicing terms apply to organizations receiving funds for summer only.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit (See Metro Non-profit Grants Manual for details on backup documentation)

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

The Recipient must send all invoices to:

Nashville After Zone Alliance

615 Church St,

Nashville, TN 37219

or email to Teriz.Fahmy@nashville.gov

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

All grantees must submit expenditure reports four times a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract.

The expenditure reports format is shown on Annex 2 attached to this contract. The quarterly expenditure reports are due on the October 15, 2025, January 20, and April 15, and July 10, 2026.

The exception are the organizations receiving summer funds only. Those partners will submit reports from quarters one and four if programming both in July 2025 and June 2026. No expenses will be allowed for quarters two and three.

In addition to the report, the Recipient may receive a request to provide backup financial documentation such as general ledger, payroll information, and other documents supporting expenses from NAZA team for financial monitoring purposes.

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

Program/narrative Report

All grantees must submit narrative report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on July 10, 2026.

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

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

- C.7. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. **Electronic Payment**. Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. **Termination** –**Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.

- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Narrative Reporting.** The Recipient must submit a <u>Year-End Program Report</u>, to be received by July 10th. Said report shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Financial Reporting.** The Recipient must submit quarterly expenditure report for the 2025-2026 programming year to reconcile grant receipts with grant revenues. Reports must be received no later than October 15, January 20, April 15 and July 10 of FY '26 (July 1, 2025 June 30, 2026).
- D.13. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.14. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract. **All types of insurances below are required.**

D.14.1 Proof of Insurance

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

D.14.2 General Liability Insurance

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

D.14.3 Automobile Liability Insurance

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

D.14.4 Worker's Compensation Insurance

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

D.14.5 Sexual Molestation and Abuse Insurance

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

D.14.6 Such insurance shall:

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

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

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

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's

employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

D.14.7

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

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

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

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

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

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

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

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

- D.15. Metro Liability. Metro will have no liability except as specifically provided in this Grant Contract.
- D.16. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D.17. Indemnification and Hold Harmless.

(a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

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

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

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

- D.18. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.19. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.20. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.21. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.22. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.23. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

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

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

Metro

For contract-related matters:

For inquiries regarding invoices:

Nashville Public Library NAZA Communications Manager 615 Church Street Nashville, TN 37219

(615) 862-5894

Nashville Public Library NAZA Procurement Officer 615 Church Street Nashville, TN 37219

615-862-5800 ext. 73731

Recipient

LaDonna Harris, Executive Director Aspiring Youth Enrichment Services 2624 MORENA ST Nashville, TN 37208

615-525-0190

- D.27. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with

this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

D.28. Certification Regarding Debarment and Convictions.

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

Annexes

The following annexes constitute part of this contract:

Annex 1 – Metro Invoice Template	Annex 5 – Partner Data-Sharing Sub-Agreement
<u>Annex 2</u> – Expenditure Report Template	Annex 6 – Performance Indicators
<u>Annex 3</u> – Budget	<u>Annex 7</u> – Enrollment forms
Annex 4 – Minimum Standards for NAZA funding	<u>Annex 8</u> – Program site/s

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THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY: APPROVED AS TO AVAILABILITY OF FUNDS: Director of Finance	RECIPIENT: Aspiring Youth Enrichment Services By (Signature): Authorized Officer Name: Title:
APPROVED AS TO RISK AND INSURANCE:	Sworn to and subscribed to before me a Notary Public, this day of, 202 Notary Public
Director of Insurance APPROVED AS TO FORM AND LEGALITY:	
Metropolitan Attorney	
FILED IN THE OFFICE OF THE CLERK:	
NASHVILLE PUBLIC LIBRARY	My Commission expires
Library Director	

GRANT CONTRACT BETWEEN THE METROPOLITAN GOVERNMENT

OF NASHVILLE AND DAVIDSON COUNTY AND BLACK LEMONADE

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

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Thursday during the fall semester (September 2 to December 12, 2025) and spring semester (January 7 to May 8, 2026), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs*.

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

NAZA-funded summer program with **Black Lemonade** will occur between July 1-31, 2025 and/or June 1-30, 2026. (not applicable to organizations not providing summer programming)

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

A typical program day should focus to creatively combine:

• School day supports (reading, homework, etc.)

- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) reflecting youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.
- Focus on youth's skill building, in line with Nashville's Vision for Holistic Youth Development (curricula with activities will be available for individual skills).
- Other Experiences (e.g. physical activity, health and wellness, mental health, healthy eating activities, team games with rules, career exploration, field trips and other age-appropriate developmental activities.) that offer fun, support team and relationship building and foster holistic youth development.
- Youth-led activities or projects if the Recipient chose to apply and was awarded additional (up to \$1000) for youth-led projects. The Recipient must follow NAZA's Black LemonadeYIA guidance for youth leadership along with other best practices and consult with NAZA team members (YIA Coordinator and/or Partnerships Manager) for the best results.
- NAZA funds should not in any shape or form be related to any religious content or affiliation. NAZAfunded programs should not proselytize during their regular programming time, nor should youth be accepted or denied based on their religious affiliation or commitment to engaging in any type of religious activities before or after NAZA programming time.
- While we encourage using various learning software and educational games to enhance youth learning, we strictly prohibit enabling access to any video games that include violence, shooting or other unwanted behaviors, especially those rated M for Mature, are of solely entertainment purposes during NAZA-funded time. Programming time should focus on young people's development.

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

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

Requirements for Programming

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

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

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

Recipient will receive space approval from school administration for programming.

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

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

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

Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

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

6) _____ Experiential Activities: Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

7) ______ System-Wide Meetings & Events: Recipient is responsible for hosting at least 2 free, youth-led events during the 2025-2026 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.

8) _____ Branding: Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

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

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

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

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

12) _____Professional Development:

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

Program Directors and Site Managers are <u>required</u> to attend the following:

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

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

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

Program Directors and Site Managers strongly recommended trainings:

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

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

Front-line and Part-time staff are <u>required</u> to attend the following trainings:

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

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

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

13) _____ Evaluation Tools:

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

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

a) **A baseline self-assessment** utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-selfassessment of their program and enter results in YPQI's Scores Reporter.

b) Developing and uploading a **Program Improvement Plan** based on the results of all available YPQA or SELPQA assessment tools (i.e. self-assessments, external assessments, and Leading Indicator Survey results).

c) A follow-up YPQA/SEL PQA self-assessment at the end of the school year, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.

d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners unless otherwise requested. For new partners one external assessment will be conducted annually for the for the first three years.

e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.

f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey**, **Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.

g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.

h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey, Managers** annually in the spring semester to capture the experiences of administrators with the program.

i) NAZA-funded partners are also required to provide access to YPQI's **Leading Indicators Survey**, **Family** annually in the spring semester to attempt to capture the experiences of parents and guardians of youth in the program.

j) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings <u>as</u>

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

k) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.

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

15) _____ Staff Survey (Director/Manager and Staff): Recipient is required to administer a one-time Leading Indicator Survey, Staff by program staff the spring semester.

16) _____ Family Survey: Recipient is required to provide families access to a one-time Leading Indicator Survey, Family by program administrators the spring semester.

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

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

18) _____ Youth in Action Project Funding (If applicable): The Recipient is required to establish and attend scheduled meetings – in-person or virtual – with NAZA Youth In Action staff. The Recipient must create conditions for youth-led projects and activities and provide project details and photographic proof of such activities in the NAZA end of the year narrative report. The Recipient also understands if proof of a youth-led project is not provided, the allotted funding will be subtracted from the final funding disbursement.

Operational Policies:

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

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. The Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (see Annex 4) and maintain relevant documentation to verify compliance with the policies.
- Meet the 2025-2026 Performance Indicators specific to the Recipient (see Annex 6).
- Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program. Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and

accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

- 1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
- 2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
- 3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2025-2026 school year and summer, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
- 4. Full implementation of program quality requirements, including administration of the youth survey.

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

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

B. **GRANT CONTRACT TERM:**

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2025, and ending on June 30, 2026. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.
- B.2. **Grant Extension.** This grant may be extended by 12 months, not to exceed 60 months (with 12-month terms each time upon annual approval/availability of NAZA funds). To be considered for extension, the Recipient must meet the following conditions:

- NAZA- funded partner for 5 years with no contract disruption or corrective action plan within the past 12 months;
- Exhibit low risk on Metro Risk Assessment tool,
- Present annual audit covering the past 12 months, as of April 20 of the current year
- Pass annual compliance checks,
- Meet performance indicators set in the contract.

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

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed \$275,550 (90 slots for afterschool and 60 slots for summer). The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

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

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

The Recipient must provide accurate and timely recording of programming sessions and student attendance in the NAZA Data Management System, Salesforce, before the second and third payments are processed. Daily student sign-in sheets (paper and digital) must be maintained as backup documentation to support the entries.

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

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

The second invoice of up to 40% of the total awarded amount will be processed as the second advance for the Spring semester and may be reduced based on the actual expenditure of the program from the first two quarters. The invoice must be submitted by January 15th along with the second scheduled expenditure report.

The third and final invoice of up to 10% of the total awarded amount is a reimbursement based on annual reconciled expenses and will be processed upon the receipt of the year-end narrative and expenditure reports due July 10th, 2026 This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. **Any invoice for 2025-2026 year not received by the deadline date will not be processed and all remaining grant funds will expire**.

Same invoicing terms apply to organizations receiving funds for summer only.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit (See Metro Non-profit Grants Manual for details on backup documentation)

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

The Recipient must send all invoices to:

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

C.4. Reporting

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

All grantees must submit expenditure reports four times a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract.

The expenditure reports format is shown on Annex 2 attached to this contract. The quarterly expenditure reports are due on the October 15, 2025, January 20, and April 15, and July 10, 2026.

The exception are the organizations receiving summer funds only. Those partners will submit reports from quarters one and four if programming both in July 2025 and June 2026. No expenses will be allowed for quarters two and three.

In addition to the report, the Recipient may receive a request to provide backup financial documentation such as general ledger, payroll information, and other documents supporting expenses from NAZA team for financial monitoring purposes.

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

Program/narrative Report

All grantees must submit narrative report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on July 10, 2026.

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

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

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

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. Termination for Cause. Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. **Termination –Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.

- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Narrative Reporting.** The Recipient must submit a <u>Year-End Program Report</u>, to be received by July 10th. Said report shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Financial Reporting.** The Recipient must submit quarterly expenditure report for the 2025-2026 programming year to reconcile grant receipts with grant revenues. Reports must be received no later than October 15, January 20, April 15 and July 10 of FY '26 (July 1, 2025 June 30, 2026).
- D.13. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.14. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract. **All types of insurances below are required.**

D.14.1 Proof of Insurance

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

D.14.2 General Liability Insurance

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

D.14.3 Automobile Liability Insurance

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

D.14.4 Worker's Compensation Insurance

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

D.14.5 Sexual Molestation and Abuse Insurance

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

D.14.6 Such insurance shall:

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

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

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

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

D.14.7

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

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

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

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

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

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

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

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

- D.15. Metro Liability. Metro will have no liability except as specifically provided in this Grant Contract.
- D.16. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D.17. Indemnification and Hold Harmless.

(a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole,

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

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

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

- (d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.18. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.19. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.20. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.21. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.23. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's

contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

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

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

Metro

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

Kaymi Butler, Founder and CEO Black Lemonade 100 Powell PL Nashville, TN, 37204 615-200-7351

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

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

and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.28. Certification Regarding Debarment and Convictions.

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

Annexes

The following annexes constitute part of this contract:

<u>Annex</u> 1 – Metro Invoice Template	Annex 5 – Partner Data-Sharing Sub-Agreement
<u>Annex 2</u> – Expenditure Report Template	Annex 6 – Performance Indicators
<u>Annex 3</u> – Budget	<u>Annex 7</u> – Enrollment forms
Annex 4 – Minimum Standards for NAZA funding	<u>Annex 8</u> – Program site/s

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.)

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY: APPROVED AS TO AVAILABILITY OF FUNDS:	RECIPIENT: Black Lemonade By (Signature): Authorized Officer Name:
Director of Finance	Title: Sworn to and subscribed to before me a Notary Public, this day of, 202
APPROVED AS TO RISK AND INSURANCE:	Notary Public
Director of Insurance	
APPROVED AS TO FORM AND LEGALITY:	
Metropolitan Attorney	
FILED IN THE OFFICE OF THE CLERK:	
Metropolitan Clerk	
	My Commission expires
NASHVILLE PUBLIC LIBRARY	
Library Director	

GRANT CONTRACT BETWEEN THE METROPOLITAN GOVERNMENT

OF NASHVILLE AND DAVIDSON COUNTY AND CARNEGIE WRITERS

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

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Thursday during the fall semester (September 2 to December 12, 2025) and spring semester (January 7 to May 8, 2026), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs*.

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

NAZA-funded summer program with Carnegie Writers will occur between July 1-31, 2025 and/or June 1-30, 2026. (not applicable to organizations not providing summer programming)

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

A typical program day should focus to creatively combine:

• School day supports (reading, homework, etc.)

- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) reflecting youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.
- Focus on youth's skill building, in line with Nashville's Vision for Holistic Youth Development (curricula with activities will be available for individual skills).
- Other Experiences (e.g. physical activity, health and wellness, mental health, healthy eating activities, team games with rules, career exploration, field trips and other age-appropriate developmental activities.) that offer fun, support team and relationship building and foster holistic youth development.
- Youth-led activities or projects if the Recipient chose to apply and was awarded additional (up to \$1000) for youth-led projects. The Recipient must follow NAZA's Carnegie WritersYIA guidance for youth leadership along with other best practices and consult with NAZA team members (YIA Coordinator and/or Partnerships Manager) for the best results.
- NAZA funds should not in any shape or form be related to any religious content or affiliation. NAZAfunded programs should not proselytize during their regular programming time, nor should youth be accepted or denied based on their religious affiliation or commitment to engaging in any type of religious activities before or after NAZA programming time.
- While we encourage using various learning software and educational games to enhance youth learning, we strictly prohibit enabling access to any video games that include violence, shooting or other unwanted behaviors, especially those rated M for Mature, are of solely entertainment purposes during NAZA-funded time. Programming time should focus on young people's development.

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

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

Requirements for Programming

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

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

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

Recipient will receive space approval from school administration for programming.

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

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

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

Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

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

6) _____ Experiential Activities: Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

7) ______ System-Wide Meetings & Events: Recipient is responsible for hosting at least 2 free, youth-led events during the 2025-2026 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.

8) _____ Branding: Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

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

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

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

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

12) _____Professional Development:

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

Program Directors and Site Managers are <u>required</u> to attend the following:

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

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

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

Program Directors and Site Managers strongly recommended trainings:

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

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

Front-line and Part-time staff are <u>required</u> to attend the following trainings:

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

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

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

13) _____ Evaluation Tools:

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

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

a) **A baseline self-assessment** utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-selfassessment of their program and enter results in YPQI's Scores Reporter.

b) Developing and uploading a **Program Improvement Plan** based on the results of all available YPQA or SELPQA assessment tools (i.e. self-assessments, external assessments, and Leading Indicator Survey results).

c) A follow-up YPQA/SEL PQA self-assessment at the end of the school year, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.

d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners unless otherwise requested. For new partners one external assessment will be conducted annually for the for the first three years.

e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.

f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey**, **Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.

g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.

h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey, Managers** annually in the spring semester to capture the experiences of administrators with the program.

i) NAZA-funded partners are also required to provide access to YPQI's **Leading Indicators Survey**, **Family** annually in the spring semester to attempt to capture the experiences of parents and guardians of youth in the program.

j) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings <u>as</u>

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

k) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.

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

15) _____ Staff Survey (Director/Manager and Staff): Recipient is required to administer a one-time Leading Indicator Survey, Staff by program staff the spring semester.

16) _____ Family Survey: Recipient is required to provide families access to a one-time Leading Indicator Survey, Family by program administrators the spring semester.

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

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

18) _____ Youth in Action Project Funding (If applicable): The Recipient is required to establish and attend scheduled meetings – in-person or virtual – with NAZA Youth In Action staff. The Recipient must create conditions for youth-led projects and activities and provide project details and photographic proof of such activities in the NAZA end of the year narrative report. The Recipient also understands if proof of a youth-led project is not provided, the allotted funding will be subtracted from the final funding disbursement.

Operational Policies:

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

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. The Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (see Annex 4) and maintain relevant documentation to verify compliance with the policies.
- Meet the 2025-2026 Performance Indicators specific to the Recipient (see Annex 6).
- Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program. Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and

accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

- 1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
- 2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
- 3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2025-2026 school year and summer, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
- 4. Full implementation of program quality requirements, including administration of the youth survey.

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

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

B. **GRANT CONTRACT TERM:**

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2025, and ending on June 30, 2026. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.
- B.2. **Grant Extension.** This grant may be extended by 12 months, not to exceed 60 months (with 12-month terms each time upon annual approval/availability of NAZA funds). To be considered for extension, the Recipient must meet the following conditions:

- NAZA- funded partner for 5 years with no contract disruption or corrective action plan within the past 12 months;
- Exhibit low risk on Metro Risk Assessment tool,
- Present annual audit covering the past 12 months, as of April 20 of the current year
- Pass annual compliance checks,
- Meet performance indicators set in the contract.

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

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed \$72,400 (20 slots for afterschool, 20 slots for summer, and youth led activities). The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

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

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

The Recipient must provide accurate and timely recording of programming sessions and student attendance in the NAZA Data Management System, Salesforce, before the second and third payments are processed. Daily student sign-in sheets (paper and digital) must be maintained as backup documentation to support the entries.

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

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

The second invoice of up to 40% of the total awarded amount will be processed as the second advance for the Spring semester and may be reduced based on the actual expenditure of the program from the first two quarters. The invoice must be submitted by January 15th along with the second scheduled expenditure report.

The third and final invoice of up to 10% of the total awarded amount is a reimbursement based on annual reconciled expenses and will be processed upon the receipt of the year-end narrative and expenditure reports due July 10th, 2026 This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. **Any invoice for 2025-2026 year not received by the deadline date will not be processed and all remaining grant funds will expire**.

Same invoicing terms apply to organizations receiving funds for summer only.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit (See Metro Non-profit Grants Manual for details on backup documentation)

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

The Recipient must send all invoices to:

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

C.4. Reporting

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

All grantees must submit expenditure reports four times a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract.

The expenditure reports format is shown on Annex 2 attached to this contract. The quarterly expenditure reports are due on the October 15, 2025, January 20, and April 15, and July 10, 2026.

The exception are the organizations receiving summer funds only. Those partners will submit reports from quarters one and four if programming both in July 2025 and June 2026. No expenses will be allowed for quarters two and three.

In addition to the report, the Recipient may receive a request to provide backup financial documentation such as general ledger, payroll information, and other documents supporting expenses from NAZA team for financial monitoring purposes.

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

Program/narrative Report

All grantees must submit narrative report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on July 10, 2026.

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

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

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

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. Termination for Cause. Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. **Termination –Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.

- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Narrative Reporting.** The Recipient must submit a <u>Year-End Program Report</u>, to be received by July 10th. Said report shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Financial Reporting.** The Recipient must submit quarterly expenditure report for the 2025-2026 programming year to reconcile grant receipts with grant revenues. Reports must be received no later than October 15, January 20, April 15 and July 10 of FY '26 (July 1, 2025 June 30, 2026).
- D.13. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.14. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract. **All types of insurances below are required.**

D.14.1 Proof of Insurance

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

D.14.2 General Liability Insurance

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

D.14.3 Automobile Liability Insurance

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

D.14.4 Worker's Compensation Insurance

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

D.14.5 Sexual Molestation and Abuse Insurance

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

D.14.6 Such insurance shall:

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

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

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

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

D.14.7

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

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

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

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

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

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

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

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

- D.15. Metro Liability. Metro will have no liability except as specifically provided in this Grant Contract.
- D.16. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D.17. Indemnification and Hold Harmless.

(a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole,

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

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

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

- (d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.18. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.19. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.20. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.21. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.23. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's

contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

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

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

Metro

For contract-related matters:

Nashville Public Library NAZA Communications Manager 615 Church Street Nashville, TN 37219 For inquiries regarding invoices:

Nashville Public Library NAZA Procurement Officer 615 Church Street Nashville, TN 37219

(615) 862-5894

615-862-5800 ext. 73731

Recipient

Kemi Elufiede, Founder and President

Carnegie Writers

1906 Glen Echo Road, 150026

Nashville, TN, 37215

1-800-794-8115 ext. 501

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

and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.28. Certification Regarding Debarment and Convictions.

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

Annexes

The following annexes constitute part of this contract:

<u>Annex</u> 1 – Metro Invoice Template	Annex 5 – Partner Data-Sharing Sub-Agreement
<u>Annex 2</u> – Expenditure Report Template	Annex 6 – Performance Indicators
<u>Annex 3</u> – Budget	<u>Annex 7</u> – Enrollment forms
Annex 4 – Minimum Standards for NAZA funding	<u>Annex 8</u> – Program site/s

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THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY: APPROVED AS TO AVAILABILITY OF FUNDS: Director of Finance	RECIPIENT: Carnegie Writers By (Signature): Authorized Officer Name: Title:
APPROVED AS TO RISK AND INSURANCE:	Sworn to and subscribed to before me a Notary Public, this_ day of, 202 Notary Public
Director of Insurance	—
APPROVED AS TO FORM AND LEGALITY:	
Metropolitan Attorney	-
FILED IN THE OFFICE OF THE CLERK:	
Metropolitan Clerk	My Commission expires
NASHVILLE PUBLIC LIBRARY	
Library Director	—

GRANT CONTRACT BETWEEN THE METROPOLITAN GOVERNMENT

OF NASHVILLE AND DAVIDSON COUNTY AND ELMINGTON ELEVATES

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

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Thursday during the fall semester (September 2 to December 12, 2025) and spring semester (January 7 to May 8, 2026), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs*.

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

NAZA-funded summer program with Elmington Elevates will occur between July 1-31, 2025 and/or June 1-30, 2026. (not applicable to organizations not providing summer programming)

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

A typical program day should focus to creatively combine:

• School day supports (reading, homework, etc.)

- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) reflecting youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.
- Focus on youth's skill building, in line with Nashville's Vision for Holistic Youth Development (curricula with activities will be available for individual skills).
- Other Experiences (e.g. physical activity, health and wellness, mental health, healthy eating activities, team games with rules, career exploration, field trips and other age-appropriate developmental activities.) that offer fun, support team and relationship building and foster holistic youth development.
- Youth-led activities or projects if the Recipient chose to apply and was awarded additional (up to \$1000) for youth-led projects. The Recipient must follow NAZA's Elmington ElevatesYIA guidance for youth leadership along with other best practices and consult with NAZA team members (YIA Coordinator and/or Partnerships Manager) for the best results.
- NAZA funds should not in any shape or form be related to any religious content or affiliation. NAZAfunded programs should not proselytize during their regular programming time, nor should youth be accepted or denied based on their religious affiliation or commitment to engaging in any type of religious activities before or after NAZA programming time.
- While we encourage using various learning software and educational games to enhance youth learning, we strictly prohibit enabling access to any video games that include violence, shooting or other unwanted behaviors, especially those rated M for Mature, are of solely entertainment purposes during NAZA-funded time. Programming time should focus on young people's development.

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

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

Requirements for Programming

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

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

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

Recipient will receive space approval from school administration for programming.

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

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

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

Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

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

6) _____ Experiential Activities: Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

7) ______ System-Wide Meetings & Events: Recipient is responsible for hosting at least 2 free, youth-led events during the 2025-2026 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.

8) _____ Branding: Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

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

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

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

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

12) _____Professional Development:

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

Program Directors and Site Managers are <u>required</u> to attend the following:

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

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

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

Program Directors and Site Managers strongly recommended trainings:

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

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

Front-line and Part-time staff are <u>required</u> to attend the following trainings:

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

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

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

13) _____ Evaluation Tools:

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

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

a) **A baseline self-assessment** utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-selfassessment of their program and enter results in YPQI's Scores Reporter.

b) Developing and uploading a **Program Improvement Plan** based on the results of all available YPQA or SELPQA assessment tools (i.e. self-assessments, external assessments, and Leading Indicator Survey results).

c) A follow-up YPQA/SEL PQA self-assessment at the end of the school year, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.

d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners unless otherwise requested. For new partners one external assessment will be conducted annually for the for the first three years.

e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.

f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey**, **Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.

g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.

h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey, Managers** annually in the spring semester to capture the experiences of administrators with the program.

i) NAZA-funded partners are also required to provide access to YPQI's **Leading Indicators Survey**, **Family** annually in the spring semester to attempt to capture the experiences of parents and guardians of youth in the program.

j) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings <u>as</u>

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

k) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.

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

15) _____ Staff Survey (Director/Manager and Staff): Recipient is required to administer a one-time Leading Indicator Survey, Staff by program staff the spring semester.

16) _____ Family Survey: Recipient is required to provide families access to a one-time Leading Indicator Survey, Family by program administrators the spring semester.

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

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

18) _____ Youth in Action Project Funding (If applicable): The Recipient is required to establish and attend scheduled meetings – in-person or virtual – with NAZA Youth In Action staff. The Recipient must create conditions for youth-led projects and activities and provide project details and photographic proof of such activities in the NAZA end of the year narrative report. The Recipient also understands if proof of a youth-led project is not provided, the allotted funding will be subtracted from the final funding disbursement.

Operational Policies:

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

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. The Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (see Annex 4) and maintain relevant documentation to verify compliance with the policies.
- Meet the 2025-2026 Performance Indicators specific to the Recipient (see Annex 6).
- Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program. Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and

accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

- 1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
- 2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
- 3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2025-2026 school year and summer, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
- 4. Full implementation of program quality requirements, including administration of the youth survey.

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

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

B. **GRANT CONTRACT TERM:**

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2025, and ending on June 30, 2026. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.
- B.2. **Grant Extension.** This grant may be extended by 12 months, not to exceed 60 months (with 12-month terms each time upon annual approval/availability of NAZA funds). To be considered for extension, the Recipient must meet the following conditions:

- NAZA- funded partner for 5 years with no contract disruption or corrective action plan within the past 12 months;
- Exhibit low risk on Metro Risk Assessment tool,
- Present annual audit covering the past 12 months, as of April 20 of the current year
- Pass annual compliance checks,
- Meet performance indicators set in the contract.

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

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed \$27,100 (20 slots for afterschool). The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

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

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

The Recipient must provide accurate and timely recording of programming sessions and student attendance in the NAZA Data Management System, Salesforce, before the second and third payments are processed. Daily student sign-in sheets (paper and digital) must be maintained as backup documentation to support the entries.

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

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

The second invoice of up to 40% of the total awarded amount will be processed as the second advance for the Spring semester and may be reduced based on the actual expenditure of the program from the first two quarters. The invoice must be submitted by January 15th along with the second scheduled expenditure report.

The third and final invoice of up to 10% of the total awarded amount is a reimbursement based on annual reconciled expenses and will be processed upon the receipt of the year-end narrative and expenditure reports due July 10th, 2026 This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. **Any invoice for 2025-2026 year not received by the deadline date will not be processed and all remaining grant funds will expire**.

Same invoicing terms apply to organizations receiving funds for summer only.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit (See Metro Non-profit Grants Manual for details on backup documentation)

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

The Recipient must send all invoices to:

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

C.4. Reporting

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

All grantees must submit expenditure reports four times a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract.

The expenditure reports format is shown on Annex 2 attached to this contract. The quarterly expenditure reports are due on the October 15, 2025, January 20, and April 15, and July 10, 2026.

The exception are the organizations receiving summer funds only. Those partners will submit reports from quarters one and four if programming both in July 2025 and June 2026. No expenses will be allowed for quarters two and three.

In addition to the report, the Recipient may receive a request to provide backup financial documentation such as general ledger, payroll information, and other documents supporting expenses from NAZA team for financial monitoring purposes.

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

Program/narrative Report

All grantees must submit narrative report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on July 10, 2026.

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

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

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

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. Termination for Cause. Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. **Termination –Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.

- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Narrative Reporting.** The Recipient must submit a <u>Year-End Program Report</u>, to be received by July 10th. Said report shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Financial Reporting.** The Recipient must submit quarterly expenditure report for the 2025-2026 programming year to reconcile grant receipts with grant revenues. Reports must be received no later than October 15, January 20, April 15 and July 10 of FY '26 (July 1, 2025 June 30, 2026).
- D.13. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.14. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract. **All types of insurances below are required.**

D.14.1 Proof of Insurance

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

D.14.2 General Liability Insurance

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

D.14.3 Automobile Liability Insurance

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

D.14.4 Worker's Compensation Insurance

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

D.14.5 Sexual Molestation and Abuse Insurance

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

D.14.6 Such insurance shall:

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

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

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

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

D.14.7

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

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

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

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

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

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

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

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

- D.15. Metro Liability. Metro will have no liability except as specifically provided in this Grant Contract.
- D.16. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D.17. Indemnification and Hold Harmless.

(a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole,

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

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

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

- (d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.18. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.19. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.20. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.21. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.23. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's

contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

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

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

Metro

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

Recipient

Constal	Play	look	Director
Crysiai	Diuyi	OCK,	Director

Elmington Elevates

1030 16th Ave South Suite 500

Nashville, TN 37212

615-490-6700

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

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

and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.28. Certification Regarding Debarment and Convictions.

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

Annexes

The following annexes constitute part of this contract:

<u>Annex</u> 1 – Metro Invoice Template	Annex 5 – Partner Data-Sharing Sub-Agreement
<u>Annex 2</u> – Expenditure Report Template	Annex 6 – Performance Indicators
<u>Annex 3</u> – Budget	<u>Annex 7</u> – Enrollment forms
Annex 4 – Minimum Standards for NAZA funding	<u>Annex 8</u> – Program site/s

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.)

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY: APPROVED AS TO AVAILABILITY OF FUNDS:	RECIPIENT: Elmington Elevates By (Signature): Authorized Officer Name:
Director of Finance	• Title:
	Sworn to and subscribed to before me a Notary Public, this day of, 202
APPROVED AS TO RISK AND INSURANCE:	Notary Public
Director of Insurance	
APPROVED AS TO FORM AND LEGALITY:	
Metropolitan Attorney	•
FILED IN THE OFFICE OF THE CLERK:	
Metropolitan Clerk	
NASHVILLE PUBLIC LIBRARY	My Commission expires
Library Director	

GRANT CONTRACT BETWEEN THE METROPOLITAN GOVERNMENT

OF NASHVILLE AND DAVIDSON COUNTY AND MOVES AND GROOVES, INC.

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

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Thursday during the fall semester (September 2 to December 12, 2025) and spring semester (January 7 to May 8, 2026), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs*.

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

NAZA-funded summer program with Moves and Grooves, Inc. will occur between July 1-31, 2025 and/or June 1-30, 2026. (not applicable to organizations not providing summer programming)

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

A typical program day should focus to creatively combine:

• School day supports (reading, homework, etc.)

- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) reflecting youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.
- Focus on youth's skill building, in line with Nashville's Vision for Holistic Youth Development (curricula with activities will be available for individual skills).
- Other Experiences (e.g. physical activity, health and wellness, mental health, healthy eating activities, team games with rules, career exploration, field trips and other age-appropriate developmental activities.) that offer fun, support team and relationship building and foster holistic youth development.
- Youth-led activities or projects if the Recipient chose to apply and was awarded additional (up to \$1000) for youth-led projects. The Recipient must follow NAZA's Moves and Grooves, Inc.YIA guidance for youth leadership along with other best practices and consult with NAZA team members (YIA Coordinator and/or Partnerships Manager) for the best results.
- NAZA funds should not in any shape or form be related to any religious content or affiliation. NAZAfunded programs should not proselytize during their regular programming time, nor should youth be accepted or denied based on their religious affiliation or commitment to engaging in any type of religious activities before or after NAZA programming time.
- While we encourage using various learning software and educational games to enhance youth learning, we strictly prohibit enabling access to any video games that include violence, shooting or other unwanted behaviors, especially those rated M for Mature, are of solely entertainment purposes during NAZA-funded time. Programming time should focus on young people's development.

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

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

Requirements for Programming

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

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

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

Recipient will receive space approval from school administration for programming.

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

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

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

Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

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

6) _____ Experiential Activities: Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

7) ______ System-Wide Meetings & Events: Recipient is responsible for hosting at least 2 free, youth-led events during the 2025-2026 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.

8) _____ Branding: Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

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

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

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

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

12) _____Professional Development:

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

Program Directors and Site Managers are <u>required</u> to attend the following:

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

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

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

Program Directors and Site Managers strongly recommended trainings:

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

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

Front-line and Part-time staff are <u>required</u> to attend the following trainings:

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

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

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

13) _____ Evaluation Tools:

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

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

a) **A baseline self-assessment** utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-selfassessment of their program and enter results in YPQI's Scores Reporter.

b) Developing and uploading a **Program Improvement Plan** based on the results of all available YPQA or SELPQA assessment tools (i.e. self-assessments, external assessments, and Leading Indicator Survey results).

c) A follow-up YPQA/SEL PQA self-assessment at the end of the school year, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.

d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners unless otherwise requested. For new partners one external assessment will be conducted annually for the for the first three years.

e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.

f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey**, **Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.

g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.

h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey, Managers** annually in the spring semester to capture the experiences of administrators with the program.

i) NAZA-funded partners are also required to provide access to YPQI's **Leading Indicators Survey**, **Family** annually in the spring semester to attempt to capture the experiences of parents and guardians of youth in the program.

j) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings <u>as</u>

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

k) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.

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

15) _____ Staff Survey (Director/Manager and Staff): Recipient is required to administer a one-time Leading Indicator Survey, Staff by program staff the spring semester.

16) _____ Family Survey: Recipient is required to provide families access to a one-time Leading Indicator Survey, Family by program administrators the spring semester.

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

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

18) _____ Youth in Action Project Funding (If applicable): The Recipient is required to establish and attend scheduled meetings – in-person or virtual – with NAZA Youth In Action staff. The Recipient must create conditions for youth-led projects and activities and provide project details and photographic proof of such activities in the NAZA end of the year narrative report. The Recipient also understands if proof of a youth-led project is not provided, the allotted funding will be subtracted from the final funding disbursement.

Operational Policies:

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

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. The Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (see Annex 4) and maintain relevant documentation to verify compliance with the policies.
- Meet the 2025-2026 Performance Indicators specific to the Recipient (see Annex 6).
- Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program. Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and

accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

- 1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
- 2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
- 3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2025-2026 school year and summer, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
- 4. Full implementation of program quality requirements, including administration of the youth survey.

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

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

B. **GRANT CONTRACT TERM:**

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2025, and ending on June 30, 2026. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.
- B.2. **Grant Extension.** This grant may be extended by 12 months, not to exceed 60 months (with 12-month terms each time upon annual approval/availability of NAZA funds). To be considered for extension, the Recipient must meet the following conditions:

- NAZA- funded partner for 5 years with no contract disruption or corrective action plan within the past 12 months;
- Exhibit low risk on Metro Risk Assessment tool,
- Present annual audit covering the past 12 months, as of April 20 of the current year
- Pass annual compliance checks,
- Meet performance indicators set in the contract.

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

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed \$83,750 (50 slots for afterschool and 25 slots for summer). The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

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

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

The Recipient must provide accurate and timely recording of programming sessions and student attendance in the NAZA Data Management System, Salesforce, before the second and third payments are processed. Daily student sign-in sheets (paper and digital) must be maintained as backup documentation to support the entries.

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

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

The second invoice of up to 40% of the total awarded amount will be processed as the second advance for the Spring semester and may be reduced based on the actual expenditure of the program from the first two quarters. The invoice must be submitted by January 15th along with the second scheduled expenditure report.

The third and final invoice of up to 10% of the total awarded amount is a reimbursement based on annual reconciled expenses and will be processed upon the receipt of the year-end narrative and expenditure reports due July 10th, 2026 This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. **Any invoice for 2025-2026 year not received by the deadline date will not be processed and all remaining grant funds will expire**.

Same invoicing terms apply to organizations receiving funds for summer only.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit (See Metro Non-profit Grants Manual for details on backup documentation)

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

The Recipient must send all invoices to:

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

C.4. Reporting

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

All grantees must submit expenditure reports four times a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract.

The expenditure reports format is shown on Annex 2 attached to this contract. The quarterly expenditure reports are due on the October 15, 2025, January 20, and April 15, and July 10, 2026.

The exception are the organizations receiving summer funds only. Those partners will submit reports from quarters one and four if programming both in July 2025 and June 2026. No expenses will be allowed for quarters two and three.

In addition to the report, the Recipient may receive a request to provide backup financial documentation such as general ledger, payroll information, and other documents supporting expenses from NAZA team for financial monitoring purposes.

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

Program/narrative Report

All grantees must submit narrative report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on July 10, 2026.

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

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

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

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. Termination for Cause. Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. **Termination –Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.

- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Narrative Reporting.** The Recipient must submit a <u>Year-End Program Report</u>, to be received by July 10th. Said report shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Financial Reporting.** The Recipient must submit quarterly expenditure report for the 2025-2026 programming year to reconcile grant receipts with grant revenues. Reports must be received no later than October 15, January 20, April 15 and July 10 of FY '26 (July 1, 2025 June 30, 2026).
- D.13. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.14. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract. **All types of insurances below are required.**

D.14.1 Proof of Insurance

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

D.14.2 General Liability Insurance

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

D.14.3 Automobile Liability Insurance

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

D.14.4 Worker's Compensation Insurance

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

D.14.5 Sexual Molestation and Abuse Insurance

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

D.14.6 Such insurance shall:

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

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

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

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

D.14.7

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

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

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

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

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

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

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

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

- D.15. Metro Liability. Metro will have no liability except as specifically provided in this Grant Contract.
- D.16. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D.17. Indemnification and Hold Harmless.

(a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole,

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

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

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

- (d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.18. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.19. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.20. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.21. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.23. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's

contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

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

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

Metro

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

Recipient

Dr. Emerald Mitchell, Executive Director
Moves and Grooves, Inc.
4108 Lancashire Dr.
Antioch, TN 37013
<u>615-953-1363</u>

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

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

and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.28. Certification Regarding Debarment and Convictions.

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

Annexes

The following annexes constitute part of this contract:

<u>Annex</u> 1 – Metro Invoice Template	Annex 5 – Partner Data-Sharing Sub-Agreement
<u>Annex 2</u> – Expenditure Report Template	Annex 6 – Performance Indicators
<u>Annex 3</u> – Budget	<u>Annex 7</u> – Enrollment forms
Annex 4 – Minimum Standards for NAZA funding	<u>Annex 8</u> – Program site/s

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THE METROPOLITAN GOVERNMENT OF	RECIPIENT: Moves and Grooves, Inc.
NASHVILLE AND DAVIDSON COUNTY:	By (Signature):
ADDOVED AS TO AVAILADILITY OF ELINDS.	Authorized Officer Name:
APPROVED AS TO AVAILABILITY OF FUNDS:	Title:
Director of Finance	Sworn to and subscribed to before me a Notary Public, thi day of, 202
	Notary Public
APPROVED AS TO RISK AND INSURANCE:	
	_
Director of Insurance	
APPROVED AS TO FORM AND LEGALITY:	
AITROVED AS TO FORM AND LEGALITT.	
Metropolitan Attorney	_
FILED IN THE OFFICE OF THE CLERK:	
Metropolitan Clerk	
	My Commission expires
NASHVILLE PUBLIC LIBRARY	
Library Director	—

GRANT CONTRACT BETWEEN THE METROPOLITAN GOVERNMENT

OF NASHVILLE AND DAVIDSON COUNTY AND ROCKLIFE YOUTH

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

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Thursday during the fall semester (September 2 to December 12, 2025) and spring semester (January 7 to May 8, 2026), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs*.

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

NAZA-funded summer program with **Rocklife Youth** will occur between July 1-31, 2025 and/or June 1-30, 2026. (not applicable to organizations not providing summer programming)

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

A typical program day should focus to creatively combine:

• School day supports (reading, homework, etc.)

- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) reflecting youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.
- Focus on youth's skill building, in line with Nashville's Vision for Holistic Youth Development (curricula with activities will be available for individual skills).
- Other Experiences (e.g. physical activity, health and wellness, mental health, healthy eating activities, team games with rules, career exploration, field trips and other age-appropriate developmental activities.) that offer fun, support team and relationship building and foster holistic youth development.
- Youth-led activities or projects if the Recipient chose to apply and was awarded additional (up to \$1000) for youth-led projects. The Recipient must follow NAZA's Rocklife YouthYIA guidance for youth leadership along with other best practices and consult with NAZA team members (YIA Coordinator and/or Partnerships Manager) for the best results.
- NAZA funds should not in any shape or form be related to any religious content or affiliation. NAZAfunded programs should not proselytize during their regular programming time, nor should youth be accepted or denied based on their religious affiliation or commitment to engaging in any type of religious activities before or after NAZA programming time.
- While we encourage using various learning software and educational games to enhance youth learning, we strictly prohibit enabling access to any video games that include violence, shooting or other unwanted behaviors, especially those rated M for Mature, are of solely entertainment purposes during NAZA-funded time. Programming time should focus on young people's development.

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

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

B. SCOPE OF PROGRAM

The Recipient will expand youth development opportunities, during regular and after school hours, for youth ages 13 - 18 attending Johnson and W. A. Bass Learning Centers. The programs will focus on building positive youth development skills and consider interests of young people to assist the transition to zone schools to prevent ALC recidivism, help build positive character, narrow the learning gap and connect youth to college and career opportunities.

The grant contract will support a program for the 2025-2026 school year with the Recipient committing to prioritizing 9th and 10th grade students in:

- 1. Designing a mentorship structure with a plan of action for each individual student enrolled;
- 2. Meeting each student between two to four hours per week. (At least one hour at school site; one hour offsite);
- 3. Assigning one adult to coach and mentor four young people individually;
- 4. Connect with and involve families in the creation of student individual plans;
- 5. Providing continued mentorship when student returns to zone school;
- 6. As needed, collaborating with the Metro Nashville Juvenile Justice Center.

B.1. Schedule and Content

Services for youth attending Johnson and W. A. Bass Learning Center

The recipient will provide at least one mentor per three to five students, a group of youth offering positive peer-topeer connections and influence, and monthly group outings. The Recipient will create individually specific shortand long-term goals tailored by both mentor and mentee that could be utilized throughout their high school journey.

The Recipient will coach students on positive engagement with peers and school staff and maintain consistent contact with all stakeholders to ensure students are engaging in constructive and productive behaviors. As needed, the Recipient will set up mediation meetings to facilitate restorative justice and accountability procedures for all parties, along with teaching youth to advocate their wants and needs in a positive manner. Additionally, the Recipient will provide youth activities to support and encourage self-confiderice, respect, the sense of belonging, and purpose.

Among these afterschool programming activities, conversations related to gang and gun-violence, along with other prevention education and Nashville's Vision for Holistic Youth Development will be included in the core framework of the Recipient's afterschool curriculum (see Appendix 1 for more details).

Requirements for Programming

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

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

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

Recipient will receive space approval from school administration for programming.

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

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

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

Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

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

6) _____ Experiential Activities: Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

7) ______ System-Wide Meetings & Events: Recipient is responsible for hosting at least 2 free, youth-led events during the 2025-2026 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.

8) _____ Branding: Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

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

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

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

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

12) _____ Professional Development:

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

Program Directors and Site Managers are <u>required</u> to attend the following:

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

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

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

Program Directors and Site Managers strongly recommended trainings:

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

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

Front-line and Part-time staff are <u>required</u> to attend the following trainings:

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

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

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

13) _____ Evaluation Tools:

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

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

a) **A baseline self-assessment** utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-selfassessment of their program and enter results in YPQI's Scores Reporter.

b) Developing and uploading a **Program Improvement Plan** based on the results of all available YPQA or SELPQA assessment tools (i.e. self-assessments, external assessments, and Leading Indicator Survey results).

c) A follow-up YPQA/SEL PQA self-assessment at the end of the school year, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.

d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners unless otherwise requested. For new partners one external assessment will be conducted annually for the for the first three years.

e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.

f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey**, **Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.

g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.

h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey, Managers** annually in the spring semester to capture the experiences of administrators with the program.

i) NAZA-funded partners are also required to provide access to YPQI's **Leading Indicators Survey**, **Family** annually in the spring semester to attempt to capture the experiences of parents and guardians of youth in the program.

j) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings <u>as</u>

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

k) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.

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

15) _____ Staff Survey (Director/Manager and Staff): Recipient is required to administer a one-time Leading Indicator Survey, Staff by program staff the spring semester.

16) _____ Family Survey: Recipient is required to provide families access to a one-time Leading Indicator Survey, Family by program administrators the spring semester.

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

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

18) _____ Youth in Action Project Funding (If applicable): The Recipient is required to establish and attend scheduled meetings – in-person or virtual – with NAZA Youth In Action staff. The Recipient must create conditions for youth-led projects and activities and provide project details and photographic proof of such activities in the NAZA end of the year narrative report. The Recipient also understands if proof of a youth-led project is not provided, the allotted funding will be subtracted from the final funding disbursement.

Operational Policies:

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

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. The Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (see Annex 4) and maintain relevant documentation to verify compliance with the policies.
- Meet the 2025-2026 Performance Indicators specific to the Recipient (see Annex 6).
- Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program. Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and

accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

- 1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
- 2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
- 3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2025-2026 school year and summer, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
- 4. Full implementation of program quality requirements, including administration of the youth survey.

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

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

B. **GRANT CONTRACT TERM:**

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2025, and ending on June 30, 2026. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.
- B.2. **Grant Extension.** This grant may be extended by 12 months, not to exceed 60 months (with 12-month terms each time upon annual approval/availability of NAZA funds). To be considered for extension, the Recipient must meet the following conditions:

- NAZA- funded partner for 5 years with no contract disruption or corrective action plan within the past 12 months;
- Exhibit low risk on Metro Risk Assessment tool,
- Present annual audit covering the past 12 months, as of April 20 of the current year
- Pass annual compliance checks,
- Meet performance indicators set in the contract.

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

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed \$403,025 (155 slots for afterschool, 75 slots for summer, and youth-led activities). The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

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

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

The Recipient must provide accurate and timely recording of programming sessions and student attendance in the NAZA Data Management System, Salesforce, before the second and third payments are processed. Daily student sign-in sheets (paper and digital) must be maintained as backup documentation to support the entries.

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

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

The second invoice of up to 40% of the total awarded amount will be processed as the second advance for the Spring semester and may be reduced based on the actual expenditure of the program from the first two quarters. The invoice must be submitted by January 15th along with the second scheduled expenditure report.

The third and final invoice of up to 10% of the total awarded amount is a reimbursement based on annual reconciled expenses and will be processed upon the receipt of the year-end narrative and expenditure reports due July 10th, 2026 This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. **Any invoice for 2025-2026 year not received by the deadline date will not be processed and all remaining grant funds will expire**.

Same invoicing terms apply to organizations receiving funds for summer only.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit (See Metro Non-profit Grants Manual for details on backup documentation)

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

The Recipient must send all invoices to:

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

C.4. Reporting

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

All grantees must submit expenditure reports four times a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract.

The expenditure reports format is shown on Annex 2 attached to this contract. The quarterly expenditure reports are due on the October 15, 2025, January 20, and April 15, and July 10, 2026.

The exception are the organizations receiving summer funds only. Those partners will submit reports from quarters one and four if programming both in July 2025 and June 2026. No expenses will be allowed for quarters two and three.

In addition to the report, the Recipient may receive a request to provide backup financial documentation such as general ledger, payroll information, and other documents supporting expenses from NAZA team for financial monitoring purposes.

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

Program/narrative Report

All grantees must submit narrative report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on July 10, 2026.

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

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

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

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. Termination for Cause. Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. **Termination –Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.

- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Narrative Reporting.** The Recipient must submit a <u>Year-End Program Report</u>, to be received by July 10th. Said report shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Financial Reporting.** The Recipient must submit quarterly expenditure report for the 2025-2026 programming year to reconcile grant receipts with grant revenues. Reports must be received no later than October 15, January 20, April 15 and July 10 of FY '26 (July 1, 2025 June 30, 2026).
- D.13. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.14. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract. **All types of insurances below are required.**

D.14.1 Proof of Insurance

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

D.14.2 General Liability Insurance

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

D.14.3 Automobile Liability Insurance

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

D.14.4 Worker's Compensation Insurance

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

D.14.5 Sexual Molestation and Abuse Insurance

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

D.14.6 Such insurance shall:

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

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

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

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

D.14.7

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

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

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

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

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

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

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

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

- D.15. Metro Liability. Metro will have no liability except as specifically provided in this Grant Contract.
- D.16. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D.17. Indemnification and Hold Harmless.

(a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole,

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

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

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

- (d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.18. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.19. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.20. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.21. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.23. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's

contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

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

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

Metro

For contract-related matters:

Nashville Public Library NAZA Communications Manager 615 Church Street Nashville, TN 37219 For inquiries regarding invoices:

Nashville Public Library NAZA Procurement Officer 615 Church Street Nashville, TN 37219

(615) 862-5894

615-862-5800 ext. 73731

Recipient

Caleb Rogan, Executive Director

Rocklife Youth

1304 Dickerson Pike

Goodlettsville, TN 37072

615-243-7355

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

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

and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.28. Certification Regarding Debarment and Convictions.

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

Annexes

The following annexes constitute part of this contract:

<u>Annex</u> 1 – Metro Invoice Template	Annex 5 – Partner Data-Sharing Sub-Agreement
<u>Annex 2</u> – Expenditure Report Template	Annex 6 – Performance Indicators
<u>Annex 3</u> – Budget	<u>Annex 7</u> – Enrollment forms
Annex 4 – Minimum Standards for NAZA funding	<u>Annex 8</u> – Program site/s

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.)

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:	RECIPIENT: Rocklife Youth By (Signature):
APPROVED AS TO AVAILABILITY OF FUNDS:	Authorized Officer Name: Title:
Director of Finance	Sworn to and subscribed to before me a Notary Public, this day of, 202 Notary Public
APPROVED AS TO RISK AND INSURANCE:	
Director of Insurance	
APPROVED AS TO FORM AND LEGALITY:	
Metropolitan Attorney	
FILED IN THE OFFICE OF THE CLERK:	
Metropolitan Clerk	
NASHVILLE PUBLIC LIBRARY	My Commission expires
Library Director	

New Partners:

GRANT CONTRACT BETWEEN THE METROPOLITAN GOVERNMENT

OF NASHVILLE AND DAVIDSON COUNTY AND BOYS & GIRLS CLUBS OF MIDDLE TENNESSEE

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

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Thursday during the fall semester (September 2 to December 12, 2025) and spring semester (January 7 to May 8, 2026), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs*.

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

NAZA-funded summer program with **Boys & Girls Clubs of Middle Tennessee** will occur between July 1-31, 2025 and/or June 1-30, 2026. (not applicable to organizations not providing summer programming)

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

A typical program day should focus to creatively combine:

- School day supports (reading, homework, etc.)
- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) reflecting youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.
- Focus on youth's skill building, in line with Nashville's Vision for Holistic Youth Development (curricula with activities will be available for individual skills).
- Other Experiences (e.g. physical activity, health and wellness, mental health, healthy eating activities, team games with rules, career exploration, field trips and other age-appropriate developmental activities.) that offer fun, support team and relationship building and foster holistic youth development.
- Youth-led activities or projects if the Recipient chose to apply and was awarded additional (up to \$1000) for youth-led projects. The Recipient must follow NAZA's Boys & Girls Clubs of Middle TennesseeYIA guidance for youth leadership along with other best practices and consult with NAZA team members (YIA Coordinator and/or Partnerships Manager) for the best results.
- NAZA funds should not in any shape or form be related to any religious content or affiliation. NAZAfunded programs should not proselytize during their regular programming time, nor should youth be accepted or denied based on their religious affiliation or commitment to engaging in any type of religious activities before or after NAZA programming time.
- While we encourage using various learning software and educational games to enhance youth learning, we strictly prohibit enabling access to any video games that include violence, shooting or other unwanted behaviors, especially those rated M for Mature, are of solely entertainment purposes during NAZA-funded time. Programming time should focus on young people's development.

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

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

Requirements for Programming

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

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

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

Recipient will receive space approval from school administration for programming.

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

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

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

Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

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

6) _____ Experiential Activities: Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

7) ______ System-Wide Meetings & Events: Recipient is responsible for hosting at least 2 free, youth-led events during the 2025-2026 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.

8) _____ Branding: Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

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

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

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

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

12) _____ Professional Development:

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

Program Directors and Site Managers are <u>required</u> to attend the following:

• NAZA Essential Operations training

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

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

Program Directors and Site Managers strongly recommended trainings:

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

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

Front-line and Part-time staff are <u>required</u> to attend the following trainings:

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

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

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

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

13) _____ Evaluation Tools:

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

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

a) **A baseline self-assessment** utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-selfassessment of their program and enter results in YPQI's Scores Reporter.

b) Developing and uploading a **Program Improvement Plan** based on the results of all available YPQA or SELPQA assessment tools (i.e. self-assessments, external assessments, and Leading Indicator Survey results).

c) A follow-up YPQA/SEL PQA self-assessment at the end of the school year, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.

d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners unless otherwise requested. For new partners one external assessment will be conducted annually for the for the first three years.

e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.

f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey**, **Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.

g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.

h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey, Managers** annually in the spring semester to capture the experiences of administrators with the program.

i) NAZA-funded partners are also required to provide access to YPQI's **Leading Indicators Survey**, **Family** annually in the spring semester to attempt to capture the experiences of parents and guardians of youth in the program.

j) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings <u>as</u>

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

k) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.

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

15) _____ Staff Survey (Director/Manager and Staff): Recipient is required to administer a one-time Leading Indicator Survey, Staff by program staff the spring semester.

16) _____ Family Survey: Recipient is required to provide families access to a one-time Leading Indicator Survey, Family by program administrators the spring semester.

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

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

18) _____ Youth in Action Project Funding (If applicable): The Recipient is required to establish and attend scheduled meetings – in-person or virtual – with NAZA Youth In Action staff. The Recipient must create conditions for youth-led projects and activities and provide project details and photographic proof of such activities in the NAZA end of the year narrative report. The Recipient also understands if proof of a youth-led project is not provided, the allotted funding will be subtracted from the final funding disbursement.

Operational Policies:

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

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. The Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (see Annex 4) and maintain relevant documentation to verify compliance with the policies.
- Meet the 2025-2026 Performance Indicators specific to the Recipient (see Annex 6).

• Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program. Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

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

In summary, the Recipient will commit to the following:

- 1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
- 2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
- 3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2025-2026 school year and summer, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
- 4. Full implementation of program quality requirements, including administration of the youth survey.

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

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

B. **GRANT CONTRACT TERM:**

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2025, and ending on June 30, 2026. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.
- B.2. **Grant Extension.** This grant may be extended by 12 months, not to exceed 60 months (with 12-month terms each time upon annual approval/availability of NAZA funds). To be considered for extension, the Recipient must meet the following conditions:
 - NAZA- funded partner for 5 years with no contract disruption or corrective action plan within the past 12 months;
 - Exhibit low risk on Metro Risk Assessment tool,
 - Present annual audit covering the past 12 months, as of April 20 of the current year
 - Pass annual compliance checks,
 - Meet performance indicators set in the contract.

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

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed \$28,100 (20 slots for afterschool and youth-led activities). The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

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

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

The Recipient must provide accurate and timely recording of programming sessions and student attendance in the NAZA Data Management System, Salesforce, before the second and third payments are processed. Daily student sign-in sheets (paper and digital) must be maintained as backup documentation to support the entries. The first invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

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

The second invoice of up to 40% of the total awarded amount will be processed as the second advance for the Spring semester and may be reduced based on the actual expenditure of the program from the first two quarters. The invoice must be submitted by January 15th along with the second scheduled expenditure report.

The third and final invoice of up to 10% of the total awarded amount is a reimbursement based on annual reconciled expenses and will be processed upon the receipt of the year-end narrative and expenditure reports due July 10th, 2026 This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. Any invoice for 2025-2026 year not received by the deadline date will not be processed and all remaining grant funds will expire.

Same invoicing terms apply to organizations receiving funds for summer only.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit (See Metro Non-profit Grants Manual for details on backup documentation)

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

The Recipient must send all invoices to:

Nashville After Zone Alliance

615 Church St,

Nashville, TN 37219

or email to <a>Teriz.Fahmy@nashville.gov

C.4. Reporting

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

All grantees must submit expenditure reports four times a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract.

The expenditure reports format is shown on Annex 2 attached to this contract. The quarterly expenditure reports are due on the October 15, 2025, January 20, and April 15, and July 10, 2026.

The exception are the organizations receiving summer funds only. Those partners will submit reports from quarters one and four if programming both in July 2025 and June 2026. No expenses will be allowed for quarters two and three.

In addition to the report, the Recipient may receive a request to provide backup financial documentation such as general ledger, payroll information, and other documents supporting expenses from NAZA team for financial monitoring purposes.

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

Program/narrative Report

All grantees must submit narrative report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on July 10, 2026.

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

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

- C.7. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. **Electronic Payment**. Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. **Termination** –**Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.

- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Narrative Reporting.** The Recipient must submit a <u>Year-End Program Report</u>, to be received by July 10th. Said report shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Financial Reporting.** The Recipient must submit quarterly expenditure report for the 2025-2026 programming year to reconcile grant receipts with grant revenues. Reports must be received no later than October 15, January 20, April 15 and July 10 of FY '26 (July 1, 2025 June 30, 2026).
- D.13. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.14. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract. **All types of insurances below are required.**

D.14.1 Proof of Insurance

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

D.14.2 General Liability Insurance

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

D.14.3 Automobile Liability Insurance

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

D.14.4 Worker's Compensation Insurance

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

D.14.5 Sexual Molestation and Abuse Insurance

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

D.14.6 Such insurance shall:

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

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

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

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's

employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

D.14.7

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

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

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

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

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

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

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

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

- D.15. Metro Liability. Metro will have no liability except as specifically provided in this Grant Contract.
- D.16. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D.17. Indemnification and Hold Harmless.

(a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

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

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

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

- D.18. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.19. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.20. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.21. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.22. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.23. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

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

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

Metro

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

Recipient

Eric Higgs, CEO Boys & Girls Clubs of Middle Tennessee 1704 Chartlotte Ave Nashville, TN, 37203 615-983-6836

- D.27. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with

this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

D.28. Certification Regarding Debarment and Convictions.

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

Annexes

The following annexes constitute part of this contract:

Annex 1 – Metro Invoice Template	Annex 5 – Partner Data-Sharing Sub-Agreement
<u>Annex 2</u> – Expenditure Report Template	Annex 6 – Performance Indicators
<u>Annex 3</u> – Budget	<u>Annex 7</u> – Enrollment forms
Annex 4 – Minimum Standards for NAZA funding	<u>Annex 8</u> – Program site/s

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.)

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:	RECIPIENT: Boys & Girls Clubs of Middle Tennessee By (Signature):
APPROVED AS TO AVAILABILITY OF FUNDS:	Authorized Officer Name: Title:
Director of Finance	Sworn to and subscribed to before me a Notary Public, this day of, 202
APPROVED AS TO RISK AND INSURANCE:	Notary Public
Director of Insurance	
APPROVED AS TO FORM AND LEGALITY:	
Metropolitan Attorney	
FILED IN THE OFFICE OF THE CLERK:	
Metropolitan Clerk	
NASHVILLE PUBLIC LIBRARY	My Commission expires
Library Director	

GRANT CONTRACT BETWEEN THE METROPOLITAN GOVERNMENT

OF NASHVILLE AND DAVIDSON COUNTY AND GIRLS WRITE NASHVILLE

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

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Thursday during the fall semester (September 2 to December 12, 2025) and spring semester (January 7 to May 8, 2026), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs*.

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

NAZA-funded summer program with Girls Write Nashville will occur between July 1-31, 2025 and/or June 1-30, 2026. (not applicable to organizations not providing summer programming)

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

A typical program day should focus to creatively combine:

• School day supports (reading, homework, etc.)

- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) reflecting youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.
- Focus on youth's skill building, in line with Nashville's Vision for Holistic Youth Development (curricula with activities will be available for individual skills).
- Other Experiences (e.g. physical activity, health and wellness, mental health, healthy eating activities, team games with rules, career exploration, field trips and other age-appropriate developmental activities.) that offer fun, support team and relationship building and foster holistic youth development.
- Youth-led activities or projects if the Recipient chose to apply and was awarded additional (up to \$1000) for youth-led projects. The Recipient must follow NAZA's Girls Write NashvilleYIA guidance for youth leadership along with other best practices and consult with NAZA team members (YIA Coordinator and/or Partnerships Manager) for the best results.
- NAZA funds should not in any shape or form be related to any religious content or affiliation. NAZAfunded programs should not proselytize during their regular programming time, nor should youth be accepted or denied based on their religious affiliation or commitment to engaging in any type of religious activities before or after NAZA programming time.
- While we encourage using various learning software and educational games to enhance youth learning, we strictly prohibit enabling access to any video games that include violence, shooting or other unwanted behaviors, especially those rated M for Mature, are of solely entertainment purposes during NAZA-funded time. Programming time should focus on young people's development.

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

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

Requirements for Programming

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

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

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

Recipient will receive space approval from school administration for programming.

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

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

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

Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

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

6) _____ Experiential Activities: Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

7) ______ System-Wide Meetings & Events: Recipient is responsible for hosting at least 2 free, youth-led events during the 2025-2026 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.

8) _____ Branding: Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

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

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

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

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

12) _____ Professional Development:

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

Program Directors and Site Managers are <u>required</u> to attend the following:

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

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

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

Program Directors and Site Managers strongly recommended trainings:

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

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

Front-line and Part-time staff are <u>required</u> to attend the following trainings:

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

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

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

13) _____ Evaluation Tools:

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

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

a) **A baseline self-assessment** utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-selfassessment of their program and enter results in YPQI's Scores Reporter.

b) Developing and uploading a **Program Improvement Plan** based on the results of all available YPQA or SELPQA assessment tools (i.e. self-assessments, external assessments, and Leading Indicator Survey results).

c) A follow-up YPQA/SEL PQA self-assessment at the end of the school year, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.

d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners unless otherwise requested. For new partners one external assessment will be conducted annually for the for the first three years.

e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.

f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey**, **Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.

g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.

h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey, Managers** annually in the spring semester to capture the experiences of administrators with the program.

i) NAZA-funded partners are also required to provide access to YPQI's **Leading Indicators Survey**, **Family** annually in the spring semester to attempt to capture the experiences of parents and guardians of youth in the program.

j) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings <u>as</u>

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

k) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.

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

15) _____ Staff Survey (Director/Manager and Staff): Recipient is required to administer a one-time Leading Indicator Survey, Staff by program staff the spring semester.

16) _____ Family Survey: Recipient is required to provide families access to a one-time Leading Indicator Survey, Family by program administrators the spring semester.

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

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

18) _____ Youth in Action Project Funding (If applicable): The Recipient is required to establish and attend scheduled meetings – in-person or virtual – with NAZA Youth In Action staff. The Recipient must create conditions for youth-led projects and activities and provide project details and photographic proof of such activities in the NAZA end of the year narrative report. The Recipient also understands if proof of a youth-led project is not provided, the allotted funding will be subtracted from the final funding disbursement.

Operational Policies:

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

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. The Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (see Annex 4) and maintain relevant documentation to verify compliance with the policies.
- Meet the 2025-2026 Performance Indicators specific to the Recipient (see Annex 6).
- Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program. Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and

accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

- 1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
- 2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
- 3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2025-2026 school year and summer, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
- 4. Full implementation of program quality requirements, including administration of the youth survey.

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

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

B. **GRANT CONTRACT TERM:**

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2025, and ending on June 30, 2026. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.
- B.2. **Grant Extension.** This grant may be extended by 12 months, not to exceed 60 months (with 12-month terms each time upon annual approval/availability of NAZA funds). To be considered for extension, the Recipient must meet the following conditions:

- NAZA- funded partner for 5 years with no contract disruption or corrective action plan within the past 12 months;
- Exhibit low risk on Metro Risk Assessment tool,
- Present annual audit covering the past 12 months, as of April 20 of the current year
- Pass annual compliance checks,
- Meet performance indicators set in the contract.

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

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed \$21,325 (15 slots for afterschool and youth led activities). The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

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

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

The Recipient must provide accurate and timely recording of programming sessions and student attendance in the NAZA Data Management System, Salesforce, before the second and third payments are processed. Daily student sign-in sheets (paper and digital) must be maintained as backup documentation to support the entries.

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

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

The second invoice of up to 40% of the total awarded amount will be processed as the second advance for the Spring semester and may be reduced based on the actual expenditure of the program from the first two quarters. The invoice must be submitted by January 15th along with the second scheduled expenditure report.

The third and final invoice of up to 10% of the total awarded amount is a reimbursement based on annual reconciled expenses and will be processed upon the receipt of the year-end narrative and expenditure reports due July 10th, 2026 This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. **Any invoice for 2025-2026 year not received by the deadline date will not be processed and all remaining grant funds will expire**.

Same invoicing terms apply to organizations receiving funds for summer only.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit (See Metro Non-profit Grants Manual for details on backup documentation)

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

The Recipient must send all invoices to:

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

C.4. Reporting

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

All grantees must submit expenditure reports four times a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract.

The expenditure reports format is shown on Annex 2 attached to this contract. The quarterly expenditure reports are due on the October 15, 2025, January 20, and April 15, and July 10, 2026.

The exception are the organizations receiving summer funds only. Those partners will submit reports from quarters one and four if programming both in July 2025 and June 2026. No expenses will be allowed for quarters two and three.

In addition to the report, the Recipient may receive a request to provide backup financial documentation such as general ledger, payroll information, and other documents supporting expenses from NAZA team for financial monitoring purposes.

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

Program/narrative Report

All grantees must submit narrative report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on July 10, 2026.

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

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

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

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. Termination for Cause. Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. **Termination –Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.

- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Narrative Reporting.** The Recipient must submit a <u>Year-End Program Report</u>, to be received by July 10th. Said report shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Financial Reporting.** The Recipient must submit quarterly expenditure report for the 2025-2026 programming year to reconcile grant receipts with grant revenues. Reports must be received no later than October 15, January 20, April 15 and July 10 of FY '26 (July 1, 2025 June 30, 2026).
- D.13. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.14. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract. **All types of insurances below are required.**

D.14.1 Proof of Insurance

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

D.14.2 General Liability Insurance

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

D.14.3 Automobile Liability Insurance

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

D.14.4 Worker's Compensation Insurance

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

D.14.5 Sexual Molestation and Abuse Insurance

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

D.14.6 Such insurance shall:

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

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

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

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

D.14.7

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

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

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

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

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

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

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

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

- D.15. Metro Liability. Metro will have no liability except as specifically provided in this Grant Contract.
- D.16. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D.17. Indemnification and Hold Harmless.

(a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole,

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

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

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

- (d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.18. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.19. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.20. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.21. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.23. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's

contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

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

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

Metro

For contract-related matters:

Nashville Public Library NAZA Communications Manager 615 Church Street Nashville, TN 37219 For inquiries regarding invoices:

Nashville Public Library NAZA Procurement Officer 615 Church Street Nashville, TN 37219

(615) 862-5894

615-862-5800 ext. 73731

Recipient

Jen Starsinic, Executive Artistic Director

Girls Write Nashville

3511 Gallatin Pike, Suite 103

Nashville, TN 37216

(615) 784-8725

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

and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.28. Certification Regarding Debarment and Convictions.

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

Annexes

The following annexes constitute part of this contract:

<u>Annex</u> 1 – Metro Invoice Template	Annex 5 – Partner Data-Sharing Sub-Agreement
<u>Annex 2</u> – Expenditure Report Template	Annex 6 – Performance Indicators
<u>Annex 3</u> – Budget	<u>Annex 7</u> – Enrollment forms
Annex 4 – Minimum Standards for NAZA funding	<u>Annex 8</u> – Program site/s

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THE METROPOLITAN GOVERNMENT OF	
NASHVILLE AND DAVIDSON COUNTY:	

APPROVED AS TO AVAILABILITY OF FUNDS:	By (Signature):Authorized Officer Name:
Director of Finance	Title: Sworn to and subscribed to before me a Notary Public, this day of, 202
APPROVED AS TO RISK AND INSURANCE:	Notary Public
Director of Insurance	
APPROVED AS TO FORM AND LEGALITY:	
Metropolitan Attorney	
FILED IN THE OFFICE OF THE CLERK:	
Metropolitan Clerk	
NASHVILLE PUBLIC LIBRARY	My Commission expires
Library Director	

RECIPIENT: Girls Write Nashville

GRANT CONTRACT BETWEEN THE METROPOLITAN GOVERNMENT

OF NASHVILLE AND DAVIDSON COUNTY AND SALAMA URBAN MINISTRIES

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

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Thursday during the fall semester (September 2 to December 12, 2025) and spring semester (January 7 to May 8, 2026), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs*.

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

NAZA-funded summer program with Salama Urban Ministries will occur between July 1-31, 2025 and/or June 1-30, 2026. (not applicable to organizations not providing summer programming)

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

A typical program day should focus to creatively combine:

• School day supports (reading, homework, etc.)

- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) reflecting youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.
- Focus on youth's skill building, in line with Nashville's Vision for Holistic Youth Development (curricula with activities will be available for individual skills).
- Other Experiences (e.g. physical activity, health and wellness, mental health, healthy eating activities, team games with rules, career exploration, field trips and other age-appropriate developmental activities.) that offer fun, support team and relationship building and foster holistic youth development.
- Youth-led activities or projects if the Recipient chose to apply and was awarded additional (up to \$1000) for youth-led projects. The Recipient must follow NAZA's Salama Urban MinistriesYIA guidance for youth leadership along with other best practices and consult with NAZA team members (YIA Coordinator and/or Partnerships Manager) for the best results.
- NAZA funds should not in any shape or form be related to any religious content or affiliation. NAZAfunded programs should not proselytize during their regular programming time, nor should youth be accepted or denied based on their religious affiliation or commitment to engaging in any type of religious activities before or after NAZA programming time.
- While we encourage using various learning software and educational games to enhance youth learning, we strictly prohibit enabling access to any video games that include violence, shooting or other unwanted behaviors, especially those rated M for Mature, are of solely entertainment purposes during NAZA-funded time. Programming time should focus on young people's development.

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

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

Requirements for Programming

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

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

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

Recipient will receive space approval from school administration for programming.

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

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

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

Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

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

6) _____ Experiential Activities: Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

7) ______ System-Wide Meetings & Events: Recipient is responsible for hosting at least 2 free, youth-led events during the 2025-2026 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.

8) _____ Branding: Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

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

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

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

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

12) _____Professional Development:

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

Program Directors and Site Managers are <u>required</u> to attend the following:

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

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

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

Program Directors and Site Managers strongly recommended trainings:

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

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

Front-line and Part-time staff are <u>required</u> to attend the following trainings:

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

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

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

13) _____ Evaluation Tools:

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

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

a) **A baseline self-assessment** utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-selfassessment of their program and enter results in YPQI's Scores Reporter.

b) Developing and uploading a **Program Improvement Plan** based on the results of all available YPQA or SELPQA assessment tools (i.e. self-assessments, external assessments, and Leading Indicator Survey results).

c) A follow-up YPQA/SEL PQA self-assessment at the end of the school year, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.

d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners unless otherwise requested. For new partners one external assessment will be conducted annually for the for the first three years.

e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.

f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey**, **Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.

g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.

h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey, Managers** annually in the spring semester to capture the experiences of administrators with the program.

i) NAZA-funded partners are also required to provide access to YPQI's **Leading Indicators Survey**, **Family** annually in the spring semester to attempt to capture the experiences of parents and guardians of youth in the program.

j) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings <u>as</u>

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

k) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.

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

15) _____ Staff Survey (Director/Manager and Staff): Recipient is required to administer a one-time Leading Indicator Survey, Staff by program staff the spring semester.

16) _____ Family Survey: Recipient is required to provide families access to a one-time Leading Indicator Survey, Family by program administrators the spring semester.

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

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

18) _____ Youth in Action Project Funding (If applicable): The Recipient is required to establish and attend scheduled meetings – in-person or virtual – with NAZA Youth In Action staff. The Recipient must create conditions for youth-led projects and activities and provide project details and photographic proof of such activities in the NAZA end of the year narrative report. The Recipient also understands if proof of a youth-led project is not provided, the allotted funding will be subtracted from the final funding disbursement.

Operational Policies:

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

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. The Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (see Annex 4) and maintain relevant documentation to verify compliance with the policies.
- Meet the 2025-2026 Performance Indicators specific to the Recipient (see Annex 6).
- Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program. Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and

accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

- 1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
- 2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
- 3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2025-2026 school year and summer, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
- 4. Full implementation of program quality requirements, including administration of the youth survey.

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

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

B. **GRANT CONTRACT TERM:**

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2025, and ending on June 30, 2026. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.
- B.2. **Grant Extension.** This grant may be extended by 12 months, not to exceed 60 months (with 12-month terms each time upon annual approval/availability of NAZA funds). To be considered for extension, the Recipient must meet the following conditions:

- NAZA- funded partner for 5 years with no contract disruption or corrective action plan within the past 12 months;
- Exhibit low risk on Metro Risk Assessment tool,
- Present annual audit covering the past 12 months, as of April 20 of the current year
- Pass annual compliance checks,
- Meet performance indicators set in the contract.

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

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed \$27,100 (20 slots for afterschool). The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

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

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

The Recipient must provide accurate and timely recording of programming sessions and student attendance in the NAZA Data Management System, Salesforce, before the second and third payments are processed. Daily student sign-in sheets (paper and digital) must be maintained as backup documentation to support the entries.

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

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

The second invoice of up to 40% of the total awarded amount will be processed as the second advance for the Spring semester and may be reduced based on the actual expenditure of the program from the first two quarters. The invoice must be submitted by January 15th along with the second scheduled expenditure report.

The third and final invoice of up to 10% of the total awarded amount is a reimbursement based on annual reconciled expenses and will be processed upon the receipt of the year-end narrative and expenditure reports due July 10th, 2026 This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. **Any invoice for 2025-2026 year not received by the deadline date will not be processed and all remaining grant funds will expire**.

Same invoicing terms apply to organizations receiving funds for summer only.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit (See Metro Non-profit Grants Manual for details on backup documentation)

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

The Recipient must send all invoices to:

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

C.4. Reporting

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

All grantees must submit expenditure reports four times a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract.

The expenditure reports format is shown on Annex 2 attached to this contract. The quarterly expenditure reports are due on the October 15, 2025, January 20, and April 15, and July 10, 2026.

The exception are the organizations receiving summer funds only. Those partners will submit reports from quarters one and four if programming both in July 2025 and June 2026. No expenses will be allowed for quarters two and three.

In addition to the report, the Recipient may receive a request to provide backup financial documentation such as general ledger, payroll information, and other documents supporting expenses from NAZA team for financial monitoring purposes.

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

Program/narrative Report

All grantees must submit narrative report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on July 10, 2026.

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

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

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

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. Termination for Cause. Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. **Termination –Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.

- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Narrative Reporting.** The Recipient must submit a <u>Year-End Program Report</u>, to be received by July 10th. Said report shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Financial Reporting.** The Recipient must submit quarterly expenditure report for the 2025-2026 programming year to reconcile grant receipts with grant revenues. Reports must be received no later than October 15, January 20, April 15 and July 10 of FY '26 (July 1, 2025 June 30, 2026).
- D.13. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.14. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract. **All types of insurances below are required.**

D.14.1 Proof of Insurance

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

D.14.2 General Liability Insurance

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

D.14.3 Automobile Liability Insurance

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

D.14.4 Worker's Compensation Insurance

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

D.14.5 Sexual Molestation and Abuse Insurance

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

D.14.6 Such insurance shall:

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

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

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

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

D.14.7

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

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

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

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

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

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

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

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

- D.15. Metro Liability. Metro will have no liability except as specifically provided in this Grant Contract.
- D.16. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D.17. Indemnification and Hold Harmless.

(a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole,

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

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

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

- (d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.18. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.19. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.20. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.21. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.23. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's

contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

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

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

Metro

For	contract-related	matters:
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Nashville Public Library NAZA Communications Manager 615 Church Street Nashville, TN 37219 For inquiries regarding invoices:

Nashville Public Library NAZA Procurement Officer 615 Church Street Nashville, TN 37219

(615) 862-5894

615-862-5800 ext. 73731

Recipient

Dawana Wade, Chief Executive Officer Salama Urban Ministries

1205 8th Avenue South

Nashville TN 37203

(615) 251-4050

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

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

and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.28. Certification Regarding Debarment and Convictions.

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

Annexes

The following annexes constitute part of this contract:

<u>Annex</u> 1 – Metro Invoice Template	Annex 5 – Partner Data-Sharing Sub-Agreement
<u>Annex 2</u> – Expenditure Report Template	Annex 6 – Performance Indicators
<u>Annex 3</u> – Budget	<u>Annex 7</u> – Enrollment forms
Annex 4 – Minimum Standards for NAZA funding	<u>Annex 8</u> – Program site/s

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THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:	RECIPIENT: Salama Urban Ministries	
AASHVILLE AND DAVIDSON COUNT I.	By (Signature):	
APPROVED AS TO AVAILABILITY OF FUNDS:	Authorized Officer Name:	
AFFROVED AS TO AVAILABILITT OF FUNDS.	Title:	
	Sworn to and subscribed to before me a Notary Public, this	
Director of Finance	day of, 202	
APPROVED AS TO RISK AND INSURANCE:	Notary Public	
Director of Insurance		
APPROVED AS TO FORM AND LEGALITY:		
Metropolitan Attorney		
FILED IN THE OFFICE OF THE CLERK:		
Metropolitan Clerk		
Metropolitali Clerk		
NASHVILLE PUBLIC LIBRARY	My Commission expires	
Library Director		

GRANT CONTRACT BETWEEN THE METROPOLITAN GOVERNMENT

OF NASHVILLE AND DAVIDSON COUNTY AND WATER WALKERS

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

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Thursday during the fall semester (September 2 to December 12, 2025) and spring semester (January 7 to May 8, 2026), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs*.

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

NAZA-funded summer program with Water Walkers will occur between July 1-31, 2025 and/or June 1-30, 2026. (not applicable to organizations not providing summer programming)

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

A typical program day should focus to creatively combine:

• School day supports (reading, homework, etc.)

- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) reflecting youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.
- Focus on youth's skill building, in line with Nashville's Vision for Holistic Youth Development (curricula with activities will be available for individual skills).
- Other Experiences (e.g. physical activity, health and wellness, mental health, healthy eating activities, team games with rules, career exploration, field trips and other age-appropriate developmental activities.) that offer fun, support team and relationship building and foster holistic youth development.
- Youth-led activities or projects if the Recipient chose to apply and was awarded additional (up to \$1000) for youth-led projects. The Recipient must follow NAZA's Water WalkersYIA guidance for youth leadership along with other best practices and consult with NAZA team members (YIA Coordinator and/or Partnerships Manager) for the best results.
- NAZA funds should not in any shape or form be related to any religious content or affiliation. NAZAfunded programs should not proselytize during their regular programming time, nor should youth be accepted or denied based on their religious affiliation or commitment to engaging in any type of religious activities before or after NAZA programming time.
- While we encourage using various learning software and educational games to enhance youth learning, we strictly prohibit enabling access to any video games that include violence, shooting or other unwanted behaviors, especially those rated M for Mature, are of solely entertainment purposes during NAZA-funded time. Programming time should focus on young people's development.

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

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

Requirements for Programming

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

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

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

Recipient will receive space approval from school administration for programming.

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

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

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

Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

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

6) _____ Experiential Activities: Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

7) ______ System-Wide Meetings & Events: Recipient is responsible for hosting at least 2 free, youth-led events during the 2025-2026 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.

8) _____ Branding: Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

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

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

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

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

12) _____ Professional Development:

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

Program Directors and Site Managers are <u>required</u> to attend the following:

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

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

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

Program Directors and Site Managers strongly recommended trainings:

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

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

Front-line and Part-time staff are <u>required</u> to attend the following trainings:

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

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

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

13) _____ Evaluation Tools:

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

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

a) **A baseline self-assessment** utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-selfassessment of their program and enter results in YPQI's Scores Reporter.

b) Developing and uploading a **Program Improvement Plan** based on the results of all available YPQA or SELPQA assessment tools (i.e. self-assessments, external assessments, and Leading Indicator Survey results).

c) A follow-up YPQA/SEL PQA self-assessment at the end of the school year, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.

d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners unless otherwise requested. For new partners one external assessment will be conducted annually for the for the first three years.

e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.

f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey**, **Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program.

g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.

h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey, Managers** annually in the spring semester to capture the experiences of administrators with the program.

i) NAZA-funded partners are also required to provide access to YPQI's **Leading Indicators Survey**, **Family** annually in the spring semester to attempt to capture the experiences of parents and guardians of youth in the program.

j) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings <u>as</u>

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

k) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.

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

15) _____ Staff Survey (Director/Manager and Staff): Recipient is required to administer a one-time Leading Indicator Survey, Staff by program staff the spring semester.

16) _____ Family Survey: Recipient is required to provide families access to a one-time Leading Indicator Survey, Family by program administrators the spring semester.

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

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

18) _____ Youth in Action Project Funding (If applicable): The Recipient is required to establish and attend scheduled meetings – in-person or virtual – with NAZA Youth In Action staff. The Recipient must create conditions for youth-led projects and activities and provide project details and photographic proof of such activities in the NAZA end of the year narrative report. The Recipient also understands if proof of a youth-led project is not provided, the allotted funding will be subtracted from the final funding disbursement.

Operational Policies:

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

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. The Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (see Annex 4) and maintain relevant documentation to verify compliance with the policies.
- Meet the 2025-2026 Performance Indicators specific to the Recipient (see Annex 6).
- Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program. Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and

accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

- 1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
- 2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
- 3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2025-2026 school year and summer, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
- 4. Full implementation of program quality requirements, including administration of the youth survey.

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

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

B. **GRANT CONTRACT TERM:**

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2025, and ending on June 30, 2026. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.
- B.2. **Grant Extension.** This grant may be extended by 12 months, not to exceed 60 months (with 12-month terms each time upon annual approval/availability of NAZA funds). To be considered for extension, the Recipient must meet the following conditions:

- NAZA- funded partner for 5 years with no contract disruption or corrective action plan within the past 12 months;
- Exhibit low risk on Metro Risk Assessment tool,
- Present annual audit covering the past 12 months, as of April 20 of the current year
- Pass annual compliance checks,
- Meet performance indicators set in the contract.

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

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed \$27,100 (20 slots for afterschool). The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

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

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

The Recipient must provide accurate and timely recording of programming sessions and student attendance in the NAZA Data Management System, Salesforce, before the second and third payments are processed. Daily student sign-in sheets (paper and digital) must be maintained as backup documentation to support the entries.

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

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

The second invoice of up to 40% of the total awarded amount will be processed as the second advance for the Spring semester and may be reduced based on the actual expenditure of the program from the first two quarters. The invoice must be submitted by January 15th along with the second scheduled expenditure report.

The third and final invoice of up to 10% of the total awarded amount is a reimbursement based on annual reconciled expenses and will be processed upon the receipt of the year-end narrative and expenditure reports due July 10th, 2026 This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. **Any invoice for 2025-2026 year not received by the deadline date will not be processed and all remaining grant funds will expire**.

Same invoicing terms apply to organizations receiving funds for summer only.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit (See Metro Non-profit Grants Manual for details on backup documentation)

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

The Recipient must send all invoices to:

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

C.4. Reporting

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

All grantees must submit expenditure reports four times a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract.

The expenditure reports format is shown on Annex 2 attached to this contract. The quarterly expenditure reports are due on the October 15, 2025, January 20, and April 15, and July 10, 2026.

The exception are the organizations receiving summer funds only. Those partners will submit reports from quarters one and four if programming both in July 2025 and June 2026. No expenses will be allowed for quarters two and three.

In addition to the report, the Recipient may receive a request to provide backup financial documentation such as general ledger, payroll information, and other documents supporting expenses from NAZA team for financial monitoring purposes.

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

Program/narrative Report

All grantees must submit narrative report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on July 10, 2026.

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

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

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

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. Termination for Cause. Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. **Termination –Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.

- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Narrative Reporting.** The Recipient must submit a <u>Year-End Program Report</u>, to be received by July 10th. Said report shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Financial Reporting.** The Recipient must submit quarterly expenditure report for the 2025-2026 programming year to reconcile grant receipts with grant revenues. Reports must be received no later than October 15, January 20, April 15 and July 10 of FY '26 (July 1, 2025 June 30, 2026).
- D.13. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.14. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract. **All types of insurances below are required.**

D.14.1 Proof of Insurance

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

D.14.2 General Liability Insurance

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

D.14.3 Automobile Liability Insurance

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

D.14.4 Worker's Compensation Insurance

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

D.14.5 Sexual Molestation and Abuse Insurance

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

D.14.6 Such insurance shall:

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

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

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

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

D.14.7

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

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

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

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

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

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

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

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

- D.15. Metro Liability. Metro will have no liability except as specifically provided in this Grant Contract.
- D.16. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D.17. Indemnification and Hold Harmless.

(a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole,

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

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

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

- (d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.18. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.19. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.20. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.21. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.23. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's

contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

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

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

Metro

For contract-related matters:	For inquiries regarding invoices:
Nashville Public Library NAZA Communications Manager 615 Church Street Nashville, TN 37219	Nashville Public Library NAZA Procurement Officer 615 Church Street Nashville, TN 37219
(615) 862-5894	615-862-5800 ext. 73731
Recipient	
Archie Davis, II, CEO	
Water Walkers	
PO Box 128376	
Nashville, TN 37212	

615-956-5460

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

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

and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.28. Certification Regarding Debarment and Convictions.

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

Annexes

The following annexes constitute part of this contract:

<u>Annex</u> 1 – Metro Invoice Template	<u>Annex 5</u> – Partner Data-Sharing Sub-Agreement
<u>Annex 2</u> – Expenditure Report Template	Annex 6 – Performance Indicators
<u>Annex 3</u> – Budget	<u>Annex 7</u> – Enrollment forms
Annex 4 – Minimum Standards for NAZA funding	<u>Annex 8</u> – Program site/s

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THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:	RECIPIENT: Water Walkers	
NASHVILLE AND DAVIDSON COUNT I:	By (Signature):	
APPROVED AS TO AVAILABILITY OF FUNDS:	Authorized Officer Name: Title:	
Director of Finance	Sworn to and subscribed to before me a Notary Public, this day of, 202 Notary Public	
APPROVED AS TO RISK AND INSURANCE:		
Director of Insurance		
APPROVED AS TO FORM AND LEGALITY:		
Metropolitan Attorney		
FILED IN THE OFFICE OF THE CLERK:		
Metropolitan Clerk		
NASHVILLE PUBLIC LIBRARY	My Commission expires	
Library Director		

GRANT CONTRACT BETWEEN THE METROPOLITAN GOVERNMENT

OF NASHVILLE AND DAVIDSON COUNTY AND YOUTH ENCOURAGEMENT SERVICES, INC.

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

A. SCOPE OF PROGRAM:

A.1. Schedule and Content

NAZA-funded programs will align with the Metro Schools calendar and be available to youth Monday through Thursday during the fall semester (September 2 to December 12, 2025) and spring semester (January 7 to May 8, 2026), on days when MNPS is in session. Programs should run at least for 28 weeks. *NAZA-funded programs may choose to offer longer programs*.

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

NAZA-funded summer program with **Youth Encouragement Services, Inc.** will occur between July 1-31, 2025 and/or June 1-30, 2026. (not applicable to organizations not providing summer programming)

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

A typical program day should focus to creatively combine:

• School day supports (reading, homework, etc.)

- Enrichments (e.g. arts education; STEAM engineering challenges, service learning, etc.) reflecting youth voice and choice and have a learning focus, either provided by program staff or external enrichment partners.
- Focus on youth's skill building, in line with Nashville's Vision for Holistic Youth Development (curricula with activities will be available for individual skills).
- Other Experiences (e.g. physical activity, health and wellness, mental health, healthy eating activities, team games with rules, career exploration, field trips and other age-appropriate developmental activities.) that offer fun, support team and relationship building and foster holistic youth development.
- Youth-led activities or projects if the Recipient chose to apply and was awarded additional (up to \$1000) for youth-led projects. The Recipient must follow NAZA's Youth Encouragement Services, Inc.YIA guidance for youth leadership along with other best practices and consult with NAZA team members (YIA Coordinator and/or Partnerships Manager) for the best results.
- NAZA funds should not in any shape or form be related to any religious content or affiliation. NAZAfunded programs should not proselytize during their regular programming time, nor should youth be accepted or denied based on their religious affiliation or commitment to engaging in any type of religious activities before or after NAZA programming time.
- While we encourage using various learning software and educational games to enhance youth learning, we strictly prohibit enabling access to any video games that include violence, shooting or other unwanted behaviors, especially those rated M for Mature, are of solely entertainment purposes during NAZA-funded time. Programming time should focus on young people's development.

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

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

Requirements for Programming

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

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

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

Recipient will receive space approval from school administration for programming.

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

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

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

Monthly attendance must be accurately updated in the Salesforce by the 2nd working day of each following month so that NAZA can report the attendance numbers to the Mayor's office accurately.

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

6) _____ Experiential Activities: Recipient is encouraged to engage external enrichment providers at least twice per semester to increase the diversity of appealing programming options for youth. Enrichment providers are individuals and organizations that offer enriching activities within the afterschool context. For example, they might include teaching artists, mentors, health educators, yoga and martial arts teachers, spoken word literacy teachers, or career exploration and life skills experts.

7) ______ System-Wide Meetings & Events: Recipient is responsible for hosting at least 2 free, youth-led events during the 2025-2026 school year that 1) incorporate and highlight growth practices from Nashville's Vision for Holistic Youth Development and 2) that are open to the public to attend during the year, such as a fall and/or spring showcase, an open house, a visual or performing arts piece, a poetry reading or spoken word event, etc.

8) _____ Branding: Recipient agrees to recognize NAZA as a funder by, displaying NAZA signs in program spaces, indicating NAZA is a funder on their website and adding NAZA's logo on their website, supporting NAZA through social media outlets, etc.

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

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

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

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

12) _____Professional Development:

For each NAZA -funded partner, the program director and all frontline staff working with youth are required to attend or complete several trainings. Please see below:

Program Directors and Site Managers are <u>required</u> to attend the following:

• NAZA Essential Operations training

- Introduction to Positive Youth Development (PYD) training
- At least two trainings on the Growth Practices.
- Program Quality Basics (PQA Basics) either in person or online (online version is available at the partner's expense if missed scheduled training offered by NAZA)
- Any training required by MNPS for staff working in school buildings will be made available to NAZA partner staff.

<u>Note:</u> Program Directors and Site Managers who have successfully completed PYD in the past are exempt from retaking. The NAZA Essential Operations training will be archived and accessible online, while Introduction to Positive Youth Development will be conducted multiple times annually. Returning Program Directors and Site Coordinators who have previously completed the PQA Basics or SEL PQA will only need to redo the training every 3 years. Choosing to take SEL PQA requires a prior completion of PQA Basics.

Program Directors and Site Managers strongly recommended trainings:

- Advanced Positive Youth Development
- Salesforce Student Management Systems
- Strategies for Employee Retention and Recruitment
- Any additional trainings offered to NAZA-funded partners supporting high-quality programming, as well as the achievement of their Program Improvement Plan. Returning site staff are encouraged to attend additional trainings that will support the program's continued quality improvement.
- Attend at least three professional development opportunities, in addition to other require trainings, either in-person or online, from the following: Weikart online trainings, Exploring Data Training, NAZA's Learning Management System (LMS), or NAZA Learn, Engage, Develop (L.E.D.) Conference.

For each NAZA -funded partner, front-line and part-time staff working with youth are required to attend or complete several trainings. Please see the following for requirements:

Front-line and Part-time staff are <u>required</u> to attend the following trainings:

- Essential Operations training (only topics labeled and related to front-line and part-time staff)
- Positive Youth Development (new staff and staff who have not completed this requirement).
- Two (2) trainings on the Growth Practices

Front-line and Part-time staff strongly recommended trainings:

- Advanced Positive Youth Development
- Salesforce Student Management Systems
- Strategies for Employee Retention and Recruitment
- Any additional trainings offered to NAZA-funded partners supporting high-quality programming, as well as the achievement of their Program Improvement Plan. Returning site staff are encouraged to attend additional trainings that will support the program's continued quality improvement.
- Attend at least three professional development opportunities, in addition to other require trainings, either in-person or online, from the following: Weikart online trainings, Exploring Data Training,

NAZA's Learning Management System (LMS), or NAZA Learn, Engage, Develop (L.E.D.) Conference.

13) _____ Evaluation Tools:

All program directors/managers and site coordinators of NAZA-funded programs will participate in the **Program Quality Improvement (PQI)** cycle. Self-assessments will be required for both fall and spring semesters. External assessments may be scheduled per need and availability of external assessors.

The **Youth Program Quality Improvement (YPQI)** cycle **is** comprised of the following quality improvement activities, offered at no cost to Partners:

a) **A baseline self-assessment** utilizing the Youth Program Quality Assessment (YPQA) or Social-Emotional Learning Program Quality Assessment (SEL PQA) tool. Program staff conduct pre-selfassessment of their program and enter results in YPQI's Scores Reporter.

b) Developing and uploading a **Program Improvement Plan** based on the results of all available YPQA or SELPQA assessment tools (i.e. self-assessments, external assessments, and Leading Indicator Survey results).

c) A follow-up YPQA/SEL PQA self-assessment at the end of the school year, also entered into Scores Reporter, and planning for the following fall semester based on the results of this assessment.

d) An external assessment will be conducted by assessors trained by Weikart Center every three years for returning partners unless otherwise requested. For new partners one external assessment will be conducted annually for the for the first three years.

e) The two assessments are reviewed to develop an understanding of how well the program is performing with regard to NAZA Quality Standards.

f) Additionally, NAZA-funded partners are required to administer YPQI's **Leading Indicators Survey**, **Youth** annually in the spring semester to youth enrolled at each site to capture youth experience with the program. g) NAZA-funded partners are required to administer YPQI's as **Leading Indicators Survey, Staff** annually in the spring semester to capture the experiences of staff with the program.

h) NAZA-funded partners are also required to administer YPQI's **Leading Indicators Survey, Managers** annually in the spring semester to capture the experiences of administrators with the program.

i) NAZA-funded partners are also required to provide access to YPQI's **Leading Indicators Survey**, **Family** annually in the spring semester to attempt to capture the experiences of parents and guardians of youth in the program.

j) NAZA partners will have access to **students' school data** through the **data-sharing agreement** between NAZA/NPL and MNPS. Partners will be required to attend two trainings <u>as</u>

soon as they become available on: 1) Responsible use of data, and 2) Understanding the academic data.

k) Partners will be required to sign the **data-sharing sub-agreement** (to be attached to the contract) of this document and adhere to all requirements under that document so that they can have access to student data.

14) _____ Youth Survey: Recipient is required to administer a one-time Leading Indicator Survey, Youth to enrolled youth at each site in the spring semester.

15) _____ Staff Survey (Director/Manager and Staff): Recipient is required to administer a one-time Leading Indicator Survey, Staff by program staff the spring semester.

16) _____ Family Survey: Recipient is required to provide families access to a one-time Leading Indicator Survey, Family by program administrators the spring semester.

17) **_____Compliance with MNPS Requirements:** Programs offered at participating Metro schools will operate in full compliance with MNPS requirements, including covid-related procedures, liability

insurance, criminal background checks, non-discrimination, ADA, and other related standard Metro requirements, confidentiality of student records per FERPA, operation as a non-profit, and transportation policies (as appropriate).

18) _____ Youth in Action Project Funding (If applicable): The Recipient is required to establish and attend scheduled meetings – in-person or virtual – with NAZA Youth In Action staff. The Recipient must create conditions for youth-led projects and activities and provide project details and photographic proof of such activities in the NAZA end of the year narrative report. The Recipient also understands if proof of a youth-led project is not provided, the allotted funding will be subtracted from the final funding disbursement.

Operational Policies:

The Recipient will operate in full compliance with the following policies and maintain relevant documentation to verify compliance with the policies. The Recipient agrees to:

- Maintain an active 501(c)(3) registration unless the applicant is a public entity.
- Maintain up-to-date certificates verifying the following insurance: commercial general liability, sexual/abuse/sexual harassment, automobile liability (if applicable) and professional liability insurance with limits not less than one million dollars each occurrence. The Recipient shall provide an updated certificate of insurance upon expiration of the current certificate.
- Nondiscrimination, which precludes Recipient from discriminating on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission, access to, or operation of programs, services, or activities. Note that Metro does not discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in admission to, access to, or operation of programs, services, or activities. Metro does not discriminate in hiring or employment practices.
- Follow MNPS operating procedures on verification of criminal background checks on all program staff and volunteers. On school grounds, the MNPS criminal background check contractor shall be used for employees. As long as there is no break in service with the agency, staff will not be required to be fingerprinted yearly. If there is any break in service at all, or if they must go through a rehiring process, they are required to complete a background check including fingerprinting.
- Ensure that all educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. s #1232g), its regulations and Board of Education policy.
- Appropriately spend Metro dollars, document the spending, and follow Metro guidelines for allowable costs. Recipient is responsible for properly documenting the spending under their contracts, organizing the documentation separately by year, and storing that documentation for three years for auditing purposes. The documents must be readily available for a Metro Audit.
- Meet NAZA's Minimum Quality Standards (see Annex 4) and maintain relevant documentation to verify compliance with the policies.
- Meet the 2025-2026 Performance Indicators specific to the Recipient (see Annex 6).

• Maintain accurate youth enrollment forms (Annex 7) and ensure that all youth have enrollment forms signed before they accept a youth into their program. Enrollment forms, as well as evidence to back up outputs and outcomes cited in narrative reports, must be maintained by the Recipient and stored for three years for auditing purposes. The documents must be readily available any time that the Metro requests them, including as part of an Audit.

Enrollment forms must be fully completed and accurate. Forms should include legitimate first and last names youth, their birthdates, student ID numbers, names of legal guardians and emergency contacts, and accurate addresses, phone numbers, e-mails and medical information (as needed) among other information pieces.

In summary, the Recipient will commit to the following:

- 1. Delivering quality afterschool (and summer, if chosen) programming for the fall and spring semesters in locations identified in Annex 8, aligned with MNPS scheduling;
- 2. Submitting daily attendance using the NAZA attendance tracking tool, keeping all data updated on a weekly basis, along with all supporting documentation. Ensure monthly attendance updates are in the system by the second working day of each month;
- 3. Serving at least 90 percent of the number of youth the Agency projected to serve for the 2025-2026 school year and summer, reflecting ongoing youth recruitment activities, engaging programming, and strong communications with the school community; and
- 4. Full implementation of program quality requirements, including administration of the youth survey.

Violation or breach of this scope may result in <u>Corrective Action</u>. Continued violation could result in termination of the contract.

- A.2. The Recipient must spend these funds consistent with the Grant Budget, attached and incorporated herein as **Annex 3.** The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to **documented residents of Davidson County**. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. The Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.
- A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. **GRANT CONTRACT TERM:**

- B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2025, and ending on June 30, 2026. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.
- B.2. **Grant Extension.** This grant may be extended by 12 months, not to exceed 60 months (with 12-month terms each time upon annual approval/availability of NAZA funds). To be considered for extension, the Recipient must meet the following conditions:
 - NAZA- funded partner for 5 years with no contract disruption or corrective action plan within the past 12 months;
 - Exhibit low risk on Metro Risk Assessment tool,
 - Present annual audit covering the past 12 months, as of April 20 of the current year
 - Pass annual compliance checks,
 - Meet performance indicators set in the contract.

Upon meeting all of the criteria above a grant contract extension may be offered annually through a contract amendment process.

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed \$33,875 (25 slots for afterschool). The Grant Budget will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

Subject to modification and amendments as provided in section D.2 of this agreement, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

- C.2. Use of Funds. NAZA funds may be used for educational purposes only; organizations funded by NAZA must not promote religious practices nor proselytize during programming time. Such activities may be offered by funded partners outside of their NAZA-funded program time. However, MNPS transportation and other NAZA resources will not be available, and youth who do not wish to participate must not be penalized in any way.
- C.3. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Budget and reconciliation reports, not to exceed the maximum liability established in Section C.1.

The Recipient can expect to receive three payments during the contracted year. Each payment will be received no later than 30 days from the invoice date of the finalized and NAZA approved statement.

The Recipient must provide accurate and timely recording of programming sessions and student attendance in the NAZA Data Management System, Salesforce, before the second and third payments are processed. Daily student sign-in sheets (paper and digital) must be maintained as backup documentation to support the entries. The first invoice may include up to 50% of the total awarded amount as an advance request to enable programs to procure necessary supplies for beneficiary youth and hire qualified staff to enable proper programming from the beginning of the year.

The first invoice will be processed after the contract is filed with Metro Clerk and within 30 days from the date of the finalized and approved invoice receipt by NAZA.

The second invoice of up to 40% of the total awarded amount will be processed as the second advance for the Spring semester and may be reduced based on the actual expenditure of the program from the first two quarters. The invoice must be submitted by January 15th along with the second scheduled expenditure report.

The third and final invoice of up to 10% of the total awarded amount is a reimbursement based on annual reconciled expenses and will be processed upon the receipt of the year-end narrative and expenditure reports due July 10th, 2026 This final payment will equal the total actual spending for the contract year and cannot exceed the approved awarded amount. Any invoice for 2025-2026 year not received by the deadline date will not be processed and all remaining grant funds will expire.

Same invoicing terms apply to organizations receiving funds for summer only.

All actually reported expenditures must have backup documentation filed at the recipient organization for Metro Audit (See Metro Non-profit Grants Manual for details on backup documentation)

If the contract is terminated earlier or any funds remain unspent based on the reports, the unspent amount will be returned to Metro.

The Recipient must send all invoices to:

Nashville After Zone Alliance

615 Church St,

Nashville, TN 37219

or email to Teriz.Fahmy@nashville.gov

C.4. Reporting

Expenditure Report. All Recipients will submit quarterly expenditure reports. Report templates will be provided by NAZA.

All grantees must submit expenditure reports four times a year to reconcile grant receipts with grant revenues. NAZA will monitor fund recipients for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract.

The expenditure reports format is shown on Annex 2 attached to this contract. The quarterly expenditure reports are due on the October 15, 2025, January 20, and April 15, and July 10, 2026.

The exception are the organizations receiving summer funds only. Those partners will submit reports from quarters one and four if programming both in July 2025 and June 2026. No expenses will be allowed for quarters two and three.

In addition to the report, the Recipient may receive a request to provide backup financial documentation such as general ledger, payroll information, and other documents supporting expenses from NAZA team for financial monitoring purposes.

Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

Program/narrative Report

All grantees must submit narrative report once a year to explain how the grant has been used on behalf of the citizens of Davidson County. The report is due on July 10, 2026.

Failure to comply with the program reporting requirements would constitute a violation of the grant contract. NAZA will provide the template during the year.

- C.5. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.6. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.

- C.7. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.8. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Budget.
- C.9. **Electronic Payment**. Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination—Notice.** Metro may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Recipient. Metro shall give the Recipient at least thirty (30) days written notice before the effective termination date.
- D.5. **Termination** –**Funding.** This Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.

- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work completed or performed relative to this Grant Contract.
- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Narrative Reporting.** The Recipient must submit a <u>Year-End Program Report</u>, to be received by July 10th. Said report shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Financial Reporting.** The Recipient must submit quarterly expenditure report for the 2025-2026 programming year to reconcile grant receipts with grant revenues. Reports must be received no later than October 15, January 20, April 15 and July 10 of FY '26 (July 1, 2025 June 30, 2026).
- D.13. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.14. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract. **All types of insurances below are required.**

D.14.1 Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

D.14.2 General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars

D.14.3 Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (if vendor will be making on-site deliveries)

D.14.4 Worker's Compensation Insurance

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

D.14.5 Sexual Molestation and Abuse Insurance

In the amount of one million (\$1,000,000.00) dollars.

D.14.6 Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects METRO, its officients, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (if applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's

employees to be engaged in such work unless such employees are covered by CONTRACTOR'S workers' compensation insurance coverage.

D.14.7

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements affecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

DEPARTMENT OF LAW INSURANCE AND RISK MANAGEMENT METROPOLITAN COURTHOUSE, SUITE 108 PO BOX 196300 NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR'S insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If the CONTRACTOR has or obtains primary or excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

- D.15. Metro Liability. Metro will have no liability except as specifically provided in this Grant Contract.
- D.16. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D.17. Indemnification and Hold Harmless.

(a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

(b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.

(c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.

(d) Recipient's duties under this section will survive the termination or expiration of the grant.

- D.18. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- D.19. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.20. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.21. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.22. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.23. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D.24. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.25. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for a subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.26. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below <u>or</u> to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:

For inquiries regarding invoices:

Nashville Public Library NAZA Communications Manager 615 Church Street Nashville, TN 37219

(615) 862-5894

Nashville Public Library NAZA Procurement Officer 615 Church Street Nashville, TN 37219

615-862-5800 ext. 73731

Recipient

Viva Price, Executive Director Youth Encouragement Services, Inc. 3016 Nolensville Pike Nashville, TN 37211 615-315-5333

- D.27. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with

this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.28. Certification Regarding Debarment and Convictions.

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).
- D.29. **Effective Date.** This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

Annexes

The following annexes constitute part of this contract:

<u>Annex</u> 1 – Metro Invoice Template	<u>Annex 5</u> – Partner Data-Sharing Sub-Agreement
<u>Annex 2</u> – Expenditure Report Template	<u>Annex 6</u> – Performance Indicators
<u>Annex 3</u> – Budget	<u>Annex 7</u> – Enrollment forms
<u>Annex 4</u> – Minimum Standards for NAZA funding	<u>Annex 8</u> – Program site/s

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THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:	RECIPIENT: Youth Encouragement Services, Inc.
	By (Signature):
APPROVED AS TO AVAILABILITY OF FUNDS:	Authorized Officer Name: Title:
Director of Finance	Sworn to and subscribed to before me a Notary Public, this day of, 202
APPROVED AS TO RISK AND INSURANCE:	Notary Public
Director of Insurance	
APPROVED AS TO FORM AND LEGALITY:	
Metropolitan Attorney	
FILED IN THE OFFICE OF THE CLERK:	
Metropolitan Clerk	
NASHVILLE PUBLIC LIBRARY	My Commission expires
Library Director	

Summer Sites at Public Housing Complexes:



AMENDMENT NUMBER 1 TO CONTRACT NUMBER L-6152 BETWEENTHE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND BLACK LEMONADE.

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) AND BLACK LEMONADE.

WITNESSETH

WHEREAS the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated July 2, 2024. Metro Contract numbered L-6152, hereinafter the "GRANT CONTRACT."

WHEREAS the parties desire to expand funding for FY '25 to add one program site at Preston Taylor public housing community to provide free and high quality 4-week camp in June 2025.

WHEREAS \$64,000 would be granted to create access to this summer camp for 50 youth residents of the Preston Taylor community in grades raising 5th through raising 9th who are residents of Nashville-Davidson County.

WHEREAS NAZA will appropriate the funds from FY '25 budget, and no new funding is requested from Metro, the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

Amend Clause C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed \$342,260 (92 slots for afterschool, 110 slots for summer).

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THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:	RECIPIENT: Black Lemonade By:
APPROVED AS TO AVAILABILITY OF FUNDS:	Name: Kaymi Butler Title: Executive Director
Director of Finance	Sworn to and subscribed to before me a Notary Public, this day of, 202
APPROVED AS TO RISK AND INSURANCE:	Notary Public
Director of Insurance	
APPROVED AS TO FORM AND LEGALITY:	
Metropolitan Attorney	
FILED IN THE OFFICE OF THE CLERK:	
Metropolitan Clerk	
NASHVILLE PUBLIC LIBRARY	My Commission expires
Library Director	



AMENDMENT NUMBER 1 TO CONTRACT NUMBER L-6222 BETWEENTHE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND <<ASPIRING YOUTH ENRICHMENT SERVICES>>.

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and Aspiring Youth Enrichment Services.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated July 2, 2024. Metro Contract numbered L-6222, hereinafter the "GRANT CONTRACT."

WHEREAS the parties desire to expand funding for FY '25 to add one program site at Sudekum public housing community to provide free and high quality 4-week camp in June 2025.

WHEREAS \$64,000 would be granted to create access to this summer camp for 50 youth residents of the Sudekum community in grades raising 5th through raising 9th who are residents of Nashville-Davidson County.

WHEREAS NAZA will appropriate the funds from FY '25 budget, and no new funding is requested from Metro, the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

Amend Clause C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed \$486,520 (104 slots for afterschool, 160 slots for summer).

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THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:	RECIPIENT: Aspiring Youth Enrichment Services By:
APPROVED AS TO AVAILABILITY OF FUNDS:	Name: LaDonna Harris Title: Executive Director
Director of Finance	Sworn to and subscribed to before me a Notary Public, this day of, 202
APPROVED AS TO RISK AND INSURANCE:	Notary Public
Director of Insurance	
APPROVED AS TO FORM AND LEGALITY:	
Metropolitan Attorney	
FILED IN THE OFFICE OF THE CLERK:	
Metropolitan Clerk	
NASHVILLE PUBLIC LIBRARY	My Commission expires
Library Director	



AMENDMENT NUMBER 1 TO CONTRACT NUMBER L-6151 BETWEENTHE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND BETHLEHEM CENTERS OF NASHVILLE.

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and Bethlehem Centers of Nashville.

<u>WITNESSETH</u>

WHEREAS the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated July 2, 2024. Metro Contract numbered L-6151, hereinafter the "GRANT CONTRACT."

WHEREAS the parties desire to expand funding for FY '25 to add 20 slots to free and high quality 4-week camp in June 2025 at Bethlehem Centers of Nashville site.

WHEREAS \$25,600 would be granted to create access to this summer camp for 20 youth residents of Henry Hale public housing community in grades raising 5th through raising 9th who are residents of Nashville-Davidson County.

WHEREAS NAZA will appropriate the funds from FY '25 budget, and no new funding is requested from Metro, the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

Amend Clause C.1. Maximum Liability. In no event will Metro's maximum liability under this Grant Contract exceed \$129,800 (24 slots for afterschool, 48 slots for summer).

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THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:	RECIPIENT: Bethlehem Centers of Nashville By:
APPROVED AS TO AVAILABILITY OF FUNDS:	Name: Steve Fleming Title: Executive Director
Director of Finance	Sworn to and subscribed to before me a Notary Public, this day of, 202
APPROVED AS TO RISK AND INSURANCE:	Notary Public
Director of Insurance	
APPROVED AS TO FORM AND LEGALITY:	
Metropolitan Attorney	
FILED IN THE OFFICE OF THE CLERK:	
Metropolitan Clerk	
NASHVILLE PUBLIC LIBRARY	My Commission expires
Library Director	