

**CONTRACT BETWEEN THE  
METROPOLITAN NASHVILLE PUBLIC SCHOOLS AND**

---

**(MNPS COMMUNITY PARTNER THROUGH ALIGNMENT NASHVILLE)  
FOR VOLUNTEER SERVICES**

This contract (Contract) is entered into by and between The Metropolitan Nashville Public Schools (MNPS) and \_\_\_\_\_ (Community Partner), located at \_\_\_\_\_.

This Contract consists of the following documents:

1. Any properly executed amendment to this Contract, (most recent with first priority),
2. This document and affidavit(s) including Certificates of Insurance.

In the event of conflicting provisions, all documents shall be prioritized in the order listed above.

**WHEREAS**, the Federal Educational Rights and Privacy Act (“FERPA”) permits schools to outsource institutional services or functions that involve the disclosure of education records to contractors, consultants, volunteers, or other third parties provided that the outside party:

1. Performs an institutional service or function for which the agency or institution would otherwise use employees;
2. Is under the direct control of the agency or institution with respect to the use and maintenance of education records;
3. Is subject to the requirements in § 99.33(a) that the personally identifiable information (PII) from education records may be used only for the purposes for which the disclosure was made, e.g., to promote school safety and the physical security of students, and governing the redisclosure of PII from education records; and
4. Meets the criteria specified in the school or local educational agency’s (LEA’s) annual notification of FERPA rights for being a school official with a legitimate educational interest in the education records.

**WHEREAS**, in its parent-student handbook, MNPS has designated a person or company with whom the school has contracted to perform a special task as school officials.

**WHEREAS**, MNPS is designating this Community Partner named above as a “school official” in order to perform the following institutional service or function for which MNPS would otherwise use employees:

- A) To locate and communicate with the parents and/or guardian(s) of an MNPS student who has been withdrawn from classes due to excessive absences. Then provide MNPS with the updated contact information for these students and families. The Community Partner may encourage the

parents and/or guardian(s) to encourage the student to re-engage with their school (“Attendance”); and/or

- B) Engage and support eligible student in completing TN Promise application and FAFSA, connect with targeted opportunities like Better Together initiatives (dual enrollment, Nashville Grad etc.) as well as encourage and support progress toward on-track graduation (“College Readiness”)

## **2. MNPS DUTIES AND RESPONSIBILITIES**

- 2.1. For Community Partners assisting with Attendance: a list containing personally identifiable information (PII) of students in each cluster, to include the parent/guardian name, home address, phone number, home language, and student’s attendance. And provide a weekly update to Community Partner that includes if students had more absences, if they logged into Schoology, if the school has contacted the student/family
- 2.2. For Community Partners assisting with College Readiness: a list containing PII of eligible or target students at each high school with the following information: student name, parent/guardian name, student contact information including phone numbers and email address. And provide a weekly update to community partner on progress of designated goal(s) such as TN Promise application completion, FAFSA completion, Better Together initiatives and progress toward graduation. MNPS will share the required PII to meet its obligations under this paragraph.
- 2.3. Provide direction to Community Partner on how to access, store, and keep information confidential.

## **3. COMMUNITY PARTNER DUTIES AND RESPONSIBILITIES**

- 3.1. Perform the services under the direct control of MNPS with respect to the use and maintenance of education records.
- 3.2. Perform the services subject to the requirements of 99.33(a) governing the use and redisclosure of PII from education records.
- 3.3. To only use PII for authorized purposes and not re-disclose records to other parties without specific written authorization from the Chief of Student Services for MNPS and as required by law. If the Community Partner needs to re-disclose records, they shall request authorization prior to any disclosure. Failure to follow this process is a material breach of contract.
- 3.4. For Community Partners Assisting with Attendance:
  - 3.4.1. Indicate to Chief of Student Services which students/families on the cluster list the Community Partner will attempt to contact (to avoid duplication of efforts with other partners).
  - 3.4.2. Reach out to assigned students/families within five (5) business days and document each outreach method and outcome.
  - 3.4.3. After contact is made, complete and submit the checklist provided by MNPS.
  - 3.4.4. Return completed checklist to MNPS within two (2) business days of completion.
  - 3.4.5. Keep all student information safe and confidential and destroy all data.
  - 3.4.6. Community Partner is not to have direct, in person contact with a student.
- 3.5. For Community Partners Assisting with College Readiness:
  - 3.5.1. Indicate to Chief of Student Services which students/families on the cluster list they will attempt to contact (to avoid duplication of efforts with other partners)

- 3.5.2. Reach out to assigned students/families according to the timelines and goals establish with MNPS and/or the student's school
- 3.5.3. Keep all student information safe and confidential and destroy all data.

#### 4. CONSIDERATION

##### 4.1. Term

The Contract Term will begin on \_\_\_\_\_ and end on \_\_\_\_\_.

This Contract may be extended by written Amendment executed by all parties and their signatories hereto.

However, in no event shall the term of this Contract exceed sixty (60) months without approval of Procurement, Administration, Legal, and the Metropolitan Nashville Public Schools Board.

##### 4.2. Compensation

This Contract is being provided as community service by the Community Partner and will not result in compensation. The services are greatly appreciated by MNPS.

#### 5. INSURANCE REQUIREMENTS

##### 5.1. General Insurance Requirements

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(s), the types and amounts of insurance identified below.

Proof of insurance shall be required naming the METROPLITAN NASHVILLE PUBLIC SCHOOLS, 2601 BRANSFORD AVENUE, NASHVILLE, TN 37204 as additional insured on the general liability policy and identifying either the project name, Purchase Order, or Contract number on the ACORD document.

A certificate of insurance, in a form satisfactory to MNPS, evidencing said coverage shall be provided to MNPS prior to commencement of performance of this Contract. Throughout the term of this Contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate.

Contractor shall also assure that any subcontractors of Contractor who perform work under this Contract maintain the insurance coverages and limits as are required of Contractor.

MNPS is part of a metropolitan form of government as set out under the Governmental Tort Liability Act in T.C.A.; 29-20-101, et seq., and as such has its liability limits defined by law. MNPS carries no insurance and is self-insured in an adequately funded Self-Insurance Program, up to the limits as set out by the statute.

##### 5.2. General Liability Insurance

General Liability Insurance in the amount of one million (\$1,000,000.00) dollars.

##### 5.3. Automobile Liability Insurance

Automobile Liability Insurance in the amount of one million (\$1,000,000.00) dollars.

**5.4. Worker's Compensation Insurance**

Worker's Compensation Insurance (if applicable) Contractor shall maintain workers' 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).

**6. NOTICES**

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto.

Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of MNPS. Any such assignment or transfer shall not release Contractor from its obligations hereunder.

Notice of assignment of any rights to money due to Contractor under this Contract MUST be mailed or hand delivered to the attention of the DIRECTOR OF FINANCIAL OPERATIONS, FINANCIAL OPERATIONS, METROPOLITAN NASHVILLE PUBLIC SCHOOLS, 2601 BRANSFORD AVENUE, NASHVILLE, TN 37204.

**6.1. All other notices to MNPS shall be mailed or hand delivered to:**

Department: Procurement  
Attention: Director of Procurement  
Address: 2601 Bransford Avenue, Nashville, TN 37204  
Phone: (615) 259-8400  
E-mail Address: [purchasing@mnps.org](mailto:purchasing@mnps.org)

**6.2. Notices to Contractor shall be sent to:**

Contractor: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

## **7. TERMINATION**

### **7.1. Termination for Breach**

Should either party fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, the other party shall have the right to immediately terminate the Contract if the breaching party has not cured the breach to the satisfaction of the other party within thirty (30) days of written notification of the breach. It shall also be considered a breach of this Contract if a party becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed with respect to that party and is not dismissed within thirty (30) days.

### **7.2. Termination for Convenience**

MNPS may terminate this Contract at any time upon thirty (30) days written notice to Contractor. Contractor shall be paid in full for all authorized expenditures and goods or services satisfactorily provided to date, but in no case shall MNPS be liable to Contractor for compensation for any goods or service which has not been rendered. A termination for convenience shall not be a breach of this Contract by MNPS. The final decision as to the amount, for which MNPS shall be liable, shall be determined by MNPS. Contractor shall not have any right to any actual general, special, consequential, incidental, or any other damages whatsoever of any description or amount for MNPS's exercise of its right to terminate for convenience.

### **7.3. Termination for Cause**

In the event MNPS, in its sole discretion, does not or cannot obtain or continue the funding for this Contract from any source or sources to allow for payment of the Work, MNPS may exercise one of the following alternatives:

- 7.3.1. Terminate this Contract effective upon a date specified in a Termination Notice; or
- 7.3.2. Continue this Contract by reducing, through written notice to Contractor, the amount of this Contract and the scope of work, consistent with the nature, amount, and circumstances of the loss of funding.

Any termination or reduction of this Contract pursuant to this subsection shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction. MNPS shall not face any liability or penalty as a result of such termination or reduction of this Contract.

## **8. STANDARD TERMS AND CONDITIONS**

### **8.1. Taxes**

MNPS shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to MNPS.

### **8.2. Modification of Contract**

This Contract may be modified only by written amendment executed by all parties and their signatories hereto.

**8.3. Maintenance of Records**

Contractor shall maintain documentation for all charges to MNPS. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of five (5) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by MNPS or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

**8.4. MNPS Right to Inspect**

MNPS shall have the right to inspect any facility or project site, upon reasonable notice to Contractor, where the products/services provided under this Contract are to be produced/performed.

**8.5. MNPS Property**

Any MNPS property, including but not limited to books, records and equipment, that is in Contractor's possession, shall be maintained by Contractor in good condition and repair, and shall be returned to MNPS by Contractor upon termination of the Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be MNPS property.

**8.6. Partnership/Joint Venture**

Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

**8.7. Indemnification and Hold Harmless**

Contractor shall indemnify and hold harmless MNPS, its officers, agents and employees from:

- 8.7.1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Contract.
- 8.7.2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, 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.
- 8.7.3. MNPS will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.

**8.8. Confidentiality, Student Records**

All student and educational records created, disclosed, maintained or destroyed pursuant to the terms of this contract are confidential pursuant to the provisions of any applicable law, including but not limited to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. §

s1232g and the Children's Online Privacy Protection Act of 1998 (COPPA) 15 U.S.C. § 6501-6506, any and all records and information, in whatever form or format received, pertaining to MNPS's individual students and children, including but not limited to any academic or grade information, attendance, truancy, discipline, receipt of special education services, or supplemental educational services, social security or public benefits, or information as to race, ethnicity, or disability.

With regard to any reports, studies, or other works developed in the course of this Contract, or as a result thereof, Contractor shall not publish Confidential Information or any other information which identifies students, employees, or officers of MNPS by full name without first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian. Contractor shall provide to MNPS for its review any proposed publication, brochure, or advertisement in which MNPS is named not less than thirty (30) calendar days prior to submission for publication and Contractor shall remove MNPS's name or information identifying MNPS from the publication if MNPS requests removal. Contractor shall not issue, publish, or divulge any materials developed or used in the performance of this contract or make any statement to the media relating to this Contract without the prior written consent of the MNPS Chief of Student Services or their expressed, written designee.

#### **8.9. Data Security and Destruction**

As required by FERPA, MNPS will maintain direct control over the community partner's maintenance and use of the personal identifying information (PII) from education records. Further, the community partner will use reasonable methods to protect the PII from further or unauthorized disclosure and to destroy the PII after they have successfully contacted the student or by the expiration of this contract, whichever is earlier. Community Partner must provide affirmative notice to the MNPS Chief of Student Services or their expressed, written designee that they have destroyed the data that they were provided.

#### **8.10. School District Statutory Immunity**

Any other term, covenant, or condition of this Contract to the contrary notwithstanding, the School District, its officers, employees and agents, and the members of the Board of Education, retain their statutory governmental, official, and any other immunity provided pursuant to the laws of the State of Tennessee, including under T.C.A. 29-20-101 et seq., and do not waive the defenses of governmental and official immunity derived from such laws. The School District does not waive for itself or its officers, employees, agents, or for members of the Board of Education, any other defenses or immunities available to it or any of them.

#### **8.11. Waiver**

No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

#### **8.12. Non-Discrimination**

It is the policy of MNPS not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring, promotion, demotion, dismissal or laying off, and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

With regard to all aspects of this Contract, Contractor certifies and warrants that it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in MNPS's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with MNPS or in the employment practices of MNPS's Contractors.

Accordingly, all Proposers entering into contracts with MNPS shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

**8.13. Americans with Disabilities Act**

Contractor assures MNPS that all services provided shall be completed in full compliance with the Americans with Disabilities Act (ADA) 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by MNPS. Contractor will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

**8.14. Iran Divestment Act**

In accordance with the Iran Divestment Act, Tennessee Code Annotated §12-12-101 et seq., Contractor certifies that to the best of its knowledge and belief, neither Contractor nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated §12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under MNPS contracts.

**8.15. Debarment and Suspension**

Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- 8.15.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- 8.15.2. Have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- 8.15.3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and



8.15.4. Has not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

8.15.5. Contractor shall provide immediate written notice to MNPS if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

**8.16. Attorney Fees**

Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of this Contract, and, in the event MNPS prevails, Contractor shall pay all expenses of such action including MNPS's attorney fees and costs at all stages of the litigation.

**8.17. Entire Contract**

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

**8.18. Force Majeure**

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, pandemic, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

**8.19. Compliance with Laws**

Contractor agrees to comply with any applicable federal, state and local laws and regulations.

**8.20. Governing Law/Venue**

The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide. Any action between the parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

**8.21. Severability**

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

**8.22. Effective Date**

This Contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the Metropolitan Nashville Public Schools and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this Contract shall be effective as of the date first written above.

**THE METROPOLITAN GOVERNMENT OF NASHVILLE  
AND DAVIDSON COUNTY BY AND THROUGH THE  
METROPOLITAN BOARD OF PUBLIC EDUCATION:**

**APPROVED:**

\_\_\_\_\_  
MBPE Board Chair

**RECOMMENDED:**

\_\_\_\_\_  
Director of Procurement

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Executive Staff Member

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Account #: This is a no cost service

\_\_\_\_\_  
Chief Operating Officer

\_\_\_\_\_  
Metropolitan Director of Finance

**APPROVED AS TO INSURANCE:**

\_\_\_\_\_  
Metropolitan Director of Insurance

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Metropolitan Attorney

**COMMUNITY PARTNER:**

\_\_\_\_\_  
Firm/Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ALIGNMENT NASHVILLE:**

\_\_\_\_\_  
Firm/Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**FILED IN THE OFFICE OF THE  
METROPOLITAN CLERK:**

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date Filed