

**CONCILIATION AGREEMENT / VOLUNTARY COMPLIANCE AGREEMENT**

Between

**Metro Human Relations Commission, Metropolitan Government of Nashville and  
Davidson County, Tennessee**

Lydia Yousief  
Christine Hall  
Sangeetha Ekambaram  
Robert Jones  
Donna Caldwell  
Ashley Mintz  
(Complainants)

and

**Metro Nashville Arts Commission, Metropolitan Government of Nashville and Davidson  
County, Tennessee**

**Department of Law, Metropolitan Government of Nashville and Davidson County,  
Tennessee**

(Respondents)

Under

Title VI of the Civil Rights Act of 1964

**A. PARTIES**

**Complainants**

Lydia Yousief

Christine Hall

Sangeetha Ekambaram

Robert Jones

Donna Caldwell

Ashley Mintz

**Respondents**

Metro Nashville Arts Commission, Metropolitan Government of Nashville and Davidson County, Tennessee

Paulette Coleman, Interim Executive Director  
Metro Arts: Nashville Office of Arts + Culture  
Metro Southeast Campus  
1417 Murfreesboro Pike  
P.O. Box 196300  
Nashville, TN 37219-6300

Department of Law, Metropolitan Government of Nashville and Davidson County, Tennessee  
Wally Dietz, Director of Law  
Metropolitan Department of Law  
Metropolitan Courthouse, Suite 108,  
P.O. Box 196300  
Nashville, TN 37219

**B. STATEMENT OF FACTS**

1. A complaint was filed on approximately October 23, 2023, with the Metro Human Relations Commission, Metropolitan Government of Nashville and Davidson County (“MHRC”), alleging discrimination by the Metro Nashville Arts Commission (“Metro Arts”) in violation of Title VI of the Civil Rights Act of 1964 (“Title VI”). Complainants specifically allege discrimination on the basis of race when, on August 17, 2023, the Metro Nashville Arts Commission (“Metro Arts”), acting on advice from the Metropolitan Nashville Department of Law, (“Metro Legal”), voted to rescind grants that were authorized on July 20, 2023 to be distributed to certain arts organizations and also to local artists under the Metro Arts Thrive Award (“Thrive grants”). Complainants contend that the decision of Metro Arts was based on Metro Legal’s conclusion that the grants previously awarded by Metro Arts violated the Equal Protection

Clause of the United States Constitution because Metro Arts considered race-conscious data in its decision making.

2. After an investigation that included a thorough review of relevant documents and records and interviews of witnesses, MHRC staff issued a comprehensive fact-finding report on March 4, 2024 that also included legal analysis by MHRC outside counsel. Based on that report, the Director of the MHRC found that there was probable cause that complainants had been discriminated against. MHRC voted to hold a public hearing on the matter and empaneled a three-person hearing committee pursuant to relevant code and MHRC Rules and Procedures. MHRC also instructed staff and outside counsel to make every effort to reach a conciliated resolution prior to a hearing. The parties and counsel held several conciliation meetings and engaged in negotiations through correspondence until they reached a resolution in principle on or around July 5, 2024. The proposed resolution was duly adopted by the MHRC and complainants in a public meeting on July 8, 2024, and by Metro Arts in a public meeting on July 18, 2024.

3. Respondents deny having discriminated against Complainants and deny liability under Title VI. Metro Legal contends that it is not a named party to the Complaint and further denies that it is subject to Title VI, contending that it does not receive any federal financial assistance. Respondents, including Metro Legal however, have agreed to settle the complaint by entering into this Conciliation Agreement / Voluntary Compliance Agreement.

#### **C. TERM OF AGREEMENT**

1. This is a Conciliation Agreement between the Complainants, named above, and the Respondents, named above, and a Voluntary Compliance Agreement between MHRC and the Respondents. As specifically stated herein, this Conciliation Agreement / Voluntary Compliance Agreement (“Agreement”) shall govern the conduct of the parties for a period of one (1) year or until the successful completion of all items included in Part F of this Agreement, titled Relief in the Public Interest, whichever is longer.

#### **D. EFFECTIVE DATE**

1. This Agreement shall become effective on the date on which all parties execute it (“Effective Date”).

#### **E. GENERAL PROVISIONS**

1. The parties acknowledge that this Agreement is a voluntary and full resolution of the disputed complaint. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.

2. It is understood that Respondents deny any violation of law and that this Agreement does not constitute an admission of liability by Respondents or evidence of a determination by MHRC of any violation of Title VI. Nor does this Agreement establish or constitute an admission that Metro Legal is or can be independently liable for Title VI violations.

3. Metro Arts acknowledges that it has an affirmative duty not to discriminate under Title VI and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under Title VI.

4. Metro Legal acknowledges that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under Title VI.

5. After its Effective Date, this Agreement is binding on Complainants, their heirs, successors, and assigns; MHRC, its employees, heirs, successors, and assigns, and Respondents, their employees, heirs, successors, and assigns.

6. The parties understand that, upon execution of this Agreement by all parties and its Effective Date, it is a public document.

7. Except as otherwise provided herein, this Agreement does not in any way limit or restrict MHRC's authority to investigate future complaints involving Respondents made under Title VI or any other complaint within MHRC's jurisdiction.

8. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless:

- a. all signatories or their successors to the Agreement agree in writing to the amendment, modification, or waiver; and
- b. the amendment, modification, or waiver is in writing.

9. The parties agree that the execution of this Agreement may be accomplished by separate executions of consent to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one document.

10. The parties represent and warrant that their representatives who have signed this Agreement have authority to bind their respective parties and that such representative signatures are in fact binding.

11. Complainants hereby forever waive, release, and covenant not to sue MHRC or Respondents, their heirs, executors, successors, assigns, agents, officers, board members, employees, or attorneys with regard to any and all claims, damages, or injuries of whatever nature whether presently known or unknown, arising out of the subject matter of their Title VI complaint of September 2023, or which could have been filed in any suit arising from its subject matter.

12. Respondents hereby forever waive, release, and covenant not to sue MHRC or Complainants, their heirs, executors, successors, assigns, agents, officers, board members, employees, or attorneys with regard to any and all claims, damages, or injuries of whatever nature

whether presently known or unknown, arising out of the subject matter of their Title VI complaint of September 2023, or which could have been filed in any suit arising from its subject matter.

13. Upon the Effective Date, the Title VI complaint filed with the MHRC by the Complainants shall be dismissed with prejudice.

**F. RELIEF IN THE PUBLIC INTEREST**

1. Respondents agree to pay eligible micro and small organizations and individual artists (the “Eligible Artists”) amounts agreed to by the parties, subject to the terms and conditions below.

a. On or before seven (7) business days after the Effective Date of this Agreement, or within a reasonable time thereafter subject to the agreement of all parties but no later than August 15, 2024, Metro Legal, on behalf of the Metropolitan Government of Nashville and Davidson County (“Metro Government”), shall contact via electronic mail and U.S. Mail, at the email and mailing addresses on file with Metro Arts and/or MHRC, all Eligible Artists concerning their additional and/or supplemental awards. A list of the Eligible Artists and their grant amounts is attached to this Agreement as Exhibit A.

b. Attached to this Agreement as Exhibits B and C are copies of the Memoranda to be sent to the micro and small organizations (Exhibit B) and individual artists (Exhibit C), which include Acknowledgments for the Eligible Artists to execute and to return to Metro Government. The parties agree that the payment of funds to an Eligible Artist is contingent upon that Eligible Artist returning a completed Acknowledgement, as stated in the Memoranda, and that such payments shall be made via direct deposit to the bank account provided by the Eligible Artists or by check via certified mail to the address on file for the Eligible Artists within thirty (30) days of receipt of the Eligible Artists’ signed Memoranda and Acknowledgment, and for micro and small organizations, an executed contract with Metro Arts.

2. Respondents commit to extend spending and reporting requirements for additional monies paid to Eligible Artists as part of this Agreement as follows:

a. For Thrive supplemental payments for fiscal year 2024 (“FY24”), the reporting deadline shall be March 31, 2025.

b. For additional payments under this Agreement, the Eligible Artists’ reporting deadlines shall be June 30, 2025.

c. Eligible Artists who receive additional and/or supplemental funds under Paragraph F.1.b. of this Agreement shall be permitted to spend those funds on any arts project during the reporting period if the original applicant project from FY24 is no longer practical due to the delay in funding. Eligible organizations shall be permitted to spend

funds in compliance with allowable expenses as defined in FY24 General Operating grant guidelines.

d. Respondents agree to reasonably assist in creating and disseminating communications to the Eligible Artists about these deadlines as needed in consultation with MHRC.

3. Respondents agree to share with MHRC staff in real time an updated list of all Eligible Artists receiving additional and/or supplemental funds under Paragraph F.1.b. of this Agreement, including but not limited to which Eligible Artists have received additional and/or supplemental funds, the amount of funds each Eligible Artist received, and the date of distribution of those funds to the Eligible Artists.

4. On or before September 13, 2024, representatives of MHRC will convene and facilitate one additional meeting between representatives of Metro Arts and representatives of the Title VI Complainants for the purpose of Complainants sharing their institutional knowledge concerning prior Metro Arts grant processes and procedures. There shall be no more than four representatives of the Title VI Complainants who attend this meeting, and the agenda for this meeting shall be set in writing in advance of the meeting by the Title VI Complainants. This meeting shall last no longer than one hour, unless otherwise agreed-upon by those attending the meeting.

5. Metro Legal, as well as the Metro Nashville Department of Finance (“Metro Finance”), commit to work in good faith with Metro Arts, MHRC, the Metropolitan Council (“Metro Council”), and other stakeholders to find a legal path to protect the Thrive grants program, or to create a new program with similar goals that complies with existing law, which allows for payments to individual and independent artists beginning the summer of 2025, including taking the following actions by their associated deadlines:

a. On or before August 30, 2024, MHRC, Metro Arts, Metro Finance, and Metro Legal shall each appoint one (1) representative to a Working Group devoted to protecting Thrive-like grants to individual and independent artists in the future. As soon as is practical after MHRC, Metro Arts, Metro Finance, and Metro Legal have appointed their representatives, but in no event longer than fourteen (14) days after the appointment of representatives from MHRC, Metro Arts, Metro Finance, and Metro Legal, those representatives will nominate and elect by ranked choice voting a fifth member of the Working Group to represent the interests of Nashville community artists.

b. The Working Group shall, among other tasks necessary to implement its purpose:

i. Identify a mechanism that complies with applicable law for the distribution of future Thrive-like grants to individual and independent artists;

ii. If necessary, draft legislation to submit to Metro Council to codify a lawful funding mechanism for grants to individual and independent artists consistent with goals of the expiring Thrive program; and

iii. Publicly report to the MHRC Board and the Arts Commission Board on its progress approximately every sixty (60) days after its creation, with progress reports expected on the following dates or at the regularly scheduled October, January and February meetings of the respective boards if different:

1. October 29, 2024,
2. January 6, 2025, and
3. February 25, 2025.

c. The Working Group shall meet regularly—with “regularly” defined as at least every fourteen (14) days unless the Working Group determines unanimously that meetings every fourteen (14) days are unnecessary—and shall use its best and good faith efforts to meet the target dates below for deliverables, as well as any additional timelines, milestones, or recommendations on which the Working Group may thereafter agree.

i. By October 29, 2024, the Working Group shall endeavor to identify a range of viable options that comply with applicable law, including but not limited to potential non-profit partnerships, to provide future Thrive-like grants to individual and independent artists.

ii. By January 6, 2025, the Working Group shall endeavor to provide an actionable recommendation to Metro Arts on a plan to provide future Thrive-like grants to individual and independent artists. The Working Group shall promote and assist with the adoption of whatever contracts or other agreements are required under current law to carry out the recommendation.

iii. By February 25, 2025, the Working Group shall endeavor to draft proposed legislation, if any is deemed necessary by the Working Group, for consideration by the Metro Council and shall endeavor to circulate that proposed draft legislation to all representatives listed below in Part H, as well as to any other stakeholders who, in the view of the majority of the members of the Working Group, should review and provide input on the proposed legislation before its submission to Metro Council.

iv. By April 1, 2025, the Working Group shall endeavor to submit any proposed legislation, if necessary, to Metro Council for review and consideration.



6. Metro Legal commits to create clearer guidance, including a user-friendly manual for Boards, Commissions, and Department Heads within Metro Government, specifically delineating the roles and responsibilities of Metro Legal in the operation of Metro Government.

a. Anticipated topics of the Metro Legal manual (the “Manual”) include but are not limited to conflicts of interest and Metro Legal’s role in the policymaking process.

b. On or before September 27, 2024, Metro Legal shall circulate to MHRC a proposed draft of the Manual—with “proposed draft” defined as a complete draft of the Manual or at minimum a detailed outline of all material portions of the New Guidance—for review and comment.

c. Within fourteen (14) days of MHRC’s receipt of a completed proposed draft of the New Guidance as defined above, MHRC shall submit to Metro Legal any comments on the New Guidance.

d. The parties agree that MHRC shall not have final approval of the New Guidance, but Metro Legal agrees to consider in good faith and to implement as appropriate any comments and/or feedback from MHRC.

e. On or before January 6, 2025, Metro Legal shall finalize, distribute and make available the Manual to all Metro Government departments.

7. Metro Arts commits to continuing its work on developing new grant policies and procedures (the “New Grant Policies”), ensuring robust community engagement, and considering feedback from the community regarding the newly developed grant policies and procedures.

a. On or before October 15, 2024, Metro Arts, in collaboration with MHRC, will establish a plan for robust community engagement about the New Grant Policies. This plan will be shared with all parties to this agreement and made publicly available.

b. On or before January 6, 2025, Metro Arts shall finalize and publish the New Grant Policies.

## **G. MONITORING**

1. During the term of this Agreement, MHRC may review compliance with this Agreement. As part of such review, MHRC may request copies of pertinent records, and Respondents and participants in the Working Group agree to provide their full cooperation in any monitoring review undertaken by MHRC to ensure compliance with this Agreement. In the event compliance is disputed, the parties agree to abide by the terms of section I of this Agreement.



## **H. REPORTING AND RECORDKEEPING**

1. All draft proposals and other reports and deliverables identified above in Part F shall be circulated to the following representatives of the parties as appropriate:

- a. For Metro Arts, Tyler Yarbrow, [tyarbrow@dodsonparker.com](mailto:tyarbrow@dodsonparker.com);
- b. For MHRC, Melody Fowler-Green, [mel@yebaklaw.com](mailto:mel@yebaklaw.com); and
- c. For the Metropolitan Government, [Tessa Ortiz-Marsh, Tessa.ortiz-marsh@nashville.gov](mailto:Tessa.Ortiz-Marsh@nashville.gov)

2. Notices concerning failure to comply with any portion of this Agreement shall be sent to the following representatives of the parties:

- a. For Metro Arts, Tyler Yarbrow, [tyarbrow@dodsonparker.com](mailto:tyarbrow@dodsonparker.com);
- b. For MHRC, Melody Fowler-Green, [mel@yebaklaw.com](mailto:mel@yebaklaw.com); and
- c. For Metro Legal, Rita Roberts-Turner, [rita.roberts-turner@kleinpllc.com](mailto:rita.roberts-turner@kleinpllc.com).

## **I. NOTICE AND OPPORTUNITY TO CURE ALLEGED BREACH AND CONSEQUENCES OF BREACH OF AGREEMENT**

1. If any party has a good faith basis to believe that any other party has breached this Agreement based on the facts known and reasonably available to that party, then the party alleging a breach must send written notice of the alleged breach (the “Notice”) to all representatives identified above in Part H within fourteen (14) calendar days of discovering any alleged breach.

2. The Notice shall set forth all the facts that form the basis of the belief of the alleged breach, including the name, address, and phone number of each witness to any alleged breach.

3. The party alleged to have breached this Agreement shall have fourteen (14) days to respond to the Notice after receiving the Notice and shall do so in writing (the “Response”).

4. The Response shall be provided to all representatives of the parties and shall include the responding party’s position with respect to any alleged breach and any offers to cure any alleged breach.

5. The party alleging the breach and the responding party shall then work together in good faith for a period of thirty (30) days to try to resolve any dispute about the alleged breach. If the parties cannot resolve the alleged breach, the parties agree to third-party mediation and will work with counsel for Metro Arts, MHRC, and Metro Legal to identify a mutually agreed upon mediator. Cost for such third-party mediation shall be paid for by Metropolitan Government of Nashville and Davidson County.

6. The parties agree that any facts known to the party alleging a breach but not set forth in the initial complaint cannot later be used to support the allegations of breach.

**J. APPLICABLE LAW AND CONSTRUCTION**

1. This Agreement shall be construed, interpreted and applied in accordance with the law of the State of Tennessee.

2. No representation, promise or other agreement not expressly contained herein has been made to induce the execution of this Agreement, and the terms thereof are contractual and not merely recitals. The Parties acknowledge that all parties have had a full opportunity to negotiate the language of this Agreement and that, in the event of a dispute, this Agreement should not be construed in any way either for or against a party based on whether a particular party was or was not the primary drafter of this Agreement. The headings have been inserted for purposes of convenience and shall not be used for interpretive purposes.

**Agreed to and approved by:**

Metro Human Relations Commission

Davie Tucker	 <small>Signed by:</small> <small>3FB66228FC0749E...</small> Signature	8/26/2024
Name	Signature	Date

Metro Nashville Arts Commission

Paulette Coleman	 <small>Signed by:</small> <small>7AEC2C7AA31D472...</small> Signature	8/26/2024
Name	Signature	Date

Department of Law

<i>Wallace W. Dietz</i>	<i>Wallace W. Dietz</i>	<i>Aug. 13, 2024</i>
Name	Signature	Date


[Signatures continue on following page]

**Complainants' Signatures:**

  
\_\_\_\_\_  
Lydia Yousief  
Date  
2024-08-09

  
\_\_\_\_\_  
Christine Hall  
Date  
2024-08-09

  
\_\_\_\_\_  
Sangeetha Ekambaram  
Date  
2024-08-09

  
\_\_\_\_\_  
Robert Jones  
Date  
2024-08-09

  
\_\_\_\_\_  
Donna Caldwell  
Date  
2024-08-05

  
\_\_\_\_\_  
Ashley Mintz  
Date  
2024-08-05