

**FUNDING AGREEMENT BETWEEN THE CITY OF FRANKLIN AND
GENTRY'S EDUCATION CENTER @ THE STORE FRONT, INC.**

COF Contract No. 2018-0121

This Funding Agreement is effective on July 1, 2018, between and among the City of Franklin, Tennessee, a political subdivision of the State of Tennessee (the "City") and GENTRY'S EDUCATION CENTER @ THE STORE FRONT, INC. (the "Agency"), a Tennessee nonprofit corporation.

RECITALS

WHEREAS, Tennessee Code Annotated ("TCA") Section 6-54-111, as amended, authorizes a municipality's governing body to appropriate funds for the financial aid of any nonprofit charitable organization that provides year-round services benefiting the general welfare of the residents of the municipality or any nonprofit civic organization working to maintain and increase employment opportunities in the municipality; and

WHEREAS, the TCA also provides for the Comptroller of the Treasury to establish standard procedures to assist the municipal governing body in the disposition of funds so appropriated; and

WHEREAS, the municipality wishes to comply with the following laws and rules:

1. A municipality may appropriate funds for only those nonprofit charitable organizations that provide year-round services benefiting the general welfare of the residents of the municipality, or any nonprofit civic organization classified under Sections 501(c)(4) or (6) of the Internal Revenue Code working to maintain and increase employment opportunities in the municipality.
2. The governing body of each municipality shall adopt an adequate agreement stating the purpose for which the funds are being appropriated, for each nonprofit organization that is to receive municipal funds.
3. The budget document of the municipality shall include the name of each nonprofit organization and the specific amount appropriated for each organization.
4. Municipal payments to nonprofit organizations shall be limited to the amounts appropriated for such purposes and in keeping with the municipality's guidelines for how the appropriated funds may be spent.
5. Pursuant to Tennessee Code Annotated §6-54-111(c), the Agency shall file with the City a copy of the annual report of its business affairs and transactions that includes, but is not limited to:

- (a) Either a copy of the Agency's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury (a blank copy of which is attached as Exhibit A) and certified by the chief financial officer of the Agency;
- (b) A description of the program that serves the residents of the municipality (a blank copy of which is attached as Exhibit B); and
- (c) The proposed use of the municipal assistance (a blank copy of which is attached as Exhibit C).

The report filed shall be open for public inspections during regular business hours of the City.

6. For appropriations to nonprofit civic organizations, notices shall be published in a newspaper of general circulation in the municipality of the intent to make an appropriation, specifying the intended amount and purpose; and

WHEREAS, the City and the Agency intend to enter into this agreement for the purpose of defining the Agency's use of the monies received from the City in fiscal year 2018-2019.

NOW, THEREFORE, in consideration of the mutual covenants and promises, the parties agree as follows:

1. TERM

This agreement shall be effective from and after the effective date and shall extend through June 30, 2019, unless otherwise terminated in accordance herewith.

2. OBLIGATIONS OF CITY OF FRANKLIN

2.1 In accordance with City guidelines after all administrative costs are deducted therefrom, the City will contribute to the Agency the amount of FIFTEEN THOUSAND and 00/100 DOLLARS (\$15,000.00).

2.2 Payments will be made in quarterly installments, payable at or near the beginning of each quarter.

3. OBLIGATIONS OF THE AGENCY

3.1 Use of Funds. The Agency shall use the City funds for the sole and limited purpose of community and economic development of the City of Franklin according to the Statement of Work and Program Objectives provided in Exhibit B, a copy of which is attached hereto and incorporated by reference herein.

3.2 Work Plan. In order to accomplish the objective(s) set forth in paragraph 3.1, the agency shall submit to the City a Work Plan that describes, in detail, the efforts to be undertaken by the Agency to accomplish the performance objectives set forth in Exhibit B, a copy of which is attached hereto as Exhibit C and incorporated by reference herein. At a

minimum, the Work Plan shall include that information required by Exhibit B. The Agency shall coordinate its performance under this Agreement with the City. The Agency shall advise and consult with the City Administrator or his/her designee, with respect to its performance under this Agreement.

3.3 Annual Budget. The Agency shall submit an annual budget in a form and on a schedule acceptable to the City. The annual budget shall contain a detailed analysis of the project administrative expenses for operations and reasonable estimates of the projected amounts to be spent for the services to be provided and Work Plan to be implemented for the calendar year. The budget shall be submitted to the City with this agreement.

3.4 Reporting. Pursuant to Tennessee Code Annotated §6-54-111(c), the Agency shall file with the City a copy of the annual report of its business affairs and transactions that includes, but is not limited to:

- (a) Either a copy of the Agency's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury (a blank copy of which is attached as Exhibit A) and certified by the chief financial officer of the Agency;
- (b) A description of the program that serves the residents of the municipality; and
- (c) The proposed use of the municipal assistance.

The report filed shall be open for public inspections during regular business hours of the City.

3.5 Insurance. The Agency shall maintain professional liability and general liability insurance coverages as are reasonably necessary to cover any liability arising out of the acts or omissions of the Agency and its employees. The Agency shall maintain workers' compensation insurance as required by the laws of the State of Tennessee.

The Agency shall require all third parties utilized by the Agency ("Contractors") to maintain professional liability and general liability insurance coverages as are reasonably necessary to cover any liability arising out of the acts or omissions of the Contractors and its employees. The Agency shall require contractors to maintain workers' compensation as required by the State of Tennessee. The contractor's general liability insurance shall be of sufficient limits to provide defense and settlement expenses for Agency that result from the contractor liability. To the extent permissible, the Agency shall require each Contractor to endorse the Agency as an additional insured on the Contractor's general liability policies.

To the extent permitted by law, the Agency shall require such Contractor to indemnify and hold the Agency harmless against any liability caused by acts or omissions of the Contractor and its employees.

Insurance information will be provided to the City upon request. The Agency shall notify the City immediately of incidents that could lead to a major claim against the Agency.

4. RESTRICTION ON USE OF FUNDS

The Agency does hereby warrant and represent that the City Funds shall not be utilized by either the Agency or any of its Contractors for the following purposes:

4.1 Any claim or litigation against the City or any department or division of the City.

4.2 Any political or levy campaigning purposes.

5. RECORDS AND AUDITS

5.1 Accounting. The Agency shall maintain full, accurate and complete financial and accounting books, records and reports ("Records") of all direct and indirect uses and expenditures of the City Funds consistent with generally accepted accounting principles (GAAP).

5.2 Maintenance of Records. The Agency shall keep records relating to all uses and expenditures of the City Funds received pursuant to this Agreement. The Agency shall maintain a system of bookkeeping adequate for its operations hereunder and shall submit reports from such system to the City and the Agency on an annual basis for review and approval. The Agency shall keep and preserve for at least five (5) years following each calendar year all sales slips, rental agreements, purchase orders, sales books, cash register tapes, credit card invoices, payroll records, duplicate deposit tapes and invoices, bank accounts, cash receipts and cash disbursements, bank books and other evidence of receipts and expenditures for such period.

5.3 Audit. The City or the City's designated representative, at the City's cost and expense, shall have the right to audit the Agency's Records at any time but shall not unreasonably interfere with the Agency's business or operations in connection with any such audit. The Agency acknowledges that this Agreement may be subject to audit by the Auditor of the State of Tennessee.

5.4 Repayment. If an audit discloses the Agency has received or retained City Funds in error or in excess of those to which the Agency is entitled under this Agreement or has used the City Funds for a purpose not authorized by this Agreement, the Agency agrees to promptly repay to the City the full amount of such City Funds, with interest thereon at the rate equal to the 90-day U.S. Treasury Note at the time. In the event the Agency fails to promptly repay to the City the full amount of such City Funds, the City may elect to withhold said City Funds from any future payments to the Agency.

5.5 Additional Remedies. In addition to the repayment remedy set forth in paragraph 5.4 herein, the City may elect to terminate this Agreement as set forth in section 6, herein with a minimum of 30 days written notice to the Agency's President and Chair of the Board with opportunity to cure any breach.

6. TERMINATION

If either party hereto breaches any term, condition, representation, warranty or covenant contained in this Agreement, or if the Agency engages in any malfeasance or misfeasance with respect to the City Funds, the non-breaching party may elect to terminate this Agreement with a minimum of 30 days written notice to the other party with opportunity to cure any breach.

7. MISCELLANEOUS PROVISIONS

7.1 The Agency and the City agree that, as a condition to this Agreement, they shall not discriminate against any employee on the basis of race, color, sex, religion, natural origin, handicap, or any other factor specified in Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Americans with Disabilities Act, and subsequent amendments thereto, and all other federal and state laws regarding such discrimination.

7.2 The Agreement may be amended at any time, or any provision hereof may be waived, by written consent of all parties hereto.

7.3 This Agreement shall be governed by and construed under the laws of the State of Tennessee.

7.4 The Agency and the City shall conform to the requirements of all applicable laws and regulations of the State of Tennessee governing the execution of their respective duties under this Agreement.

(Signatures on next page)

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS Agreement as of
this 06 day of July, 2018 by

GENTRY'S EDUCATION CENTER @ THE STORE FRONT, INC.

By: Evelyn Hickerson

Name: Evelyn Hickerson

Title: Executive Director

Date: 7/6/2018

CITY OF FRANKLIN

By: Eric S. Stuckey
Eric Stuckey, City Administrator

Date: 7-23-2018

Approved as to form:

By: Tiffani M. Pope
Tiffani M. Pope, Staff Attorney

EXHIBIT A

Annual Reporting Form for Nonprofit Organizations Seeking Financial Assistance from Local Governments

Gentry's Education Center at the Store Front

Name of Nonprofit Organization

<u>4221 Warren Road</u>	<u>Franklin</u>	<u>Williamson</u>	<u>TN</u>	<u>37067</u>
Street Address	City	County	State	Zip

Annual Financial Report of Cash Receipts, Disbursements, and Balances For Fiscal Year from January 1, 2017 through December 31, 2017.

Report Required by Title 5, Chapter 9, Part 1,
And Title 6, Chapter 54, Part 1, Tennessee Code Annotated

Receipts

Federal Grants	\$	200,425.00	
State Grants			
Financial Assistance from Local Governments			
Donations and Gifts from Citizens			
Membership Dues			
Fee/Charges for Services	\$	50,558.00	
Fundraising Events	\$	16,967.00	
Sale of Assets			
Loans-Borrowed Funds			
Investment Income	\$	47.00	
Other Receipts	\$	167,032.00	
Total Receipts	\$	435,029.00	(A)

Disbursements

Grants & Other Assistance Paid to Other Organizations & Individuals	\$	2,800.00	
Salaries and Wages	\$	314,810.00	
Employee Benefits			
Payroll Taxes	\$	11,644.00	
Fees for Services (non-employee)	\$	38,177.00	
Advertising and Promotion			
Office Expenses	\$	921.00	
Leases/Rentals			
Maintenance and Repairs			
Supplies			

Travel	\$	1,929.00	
Utilities			
Conferences, Conventions, and Meetings	\$	1,423.00	
Interest			
Purchase of Capital Assets-Vehicles and Equipment			
Purchase of Capital Assets-Property and Buildings			
Loan Payments			
Other			
Depreciation, depletion, & amortization	\$	4,387.00	
Insurance	\$	3,946.00	
Class Materials/Supplies	\$	1,630.00	
Camp Supplies	\$	1,000.00	
Volunteer Appreciation	\$	1,414.00	
All other expenses	\$	589.00	
Total Disbursements	\$	384,670.00	(B)

Cash Receipts Less Disbursements for the fiscal year (A-B=C)	\$	50,359.00	(C)
Cash Balance - at the beginning the fiscal year	\$	74,370.00	(D)
Cash Balance - at the end of the fiscal year (C+D=E)	\$	124,729.00	(E)

Details of Cash Balance - at the end of the fiscal year		
Cash on Hand		
Cash in Bank - Checking	\$	124,729.00
Cash in Bank - Savings		
Cash in Bank - Certificates of Deposits		
Other Cash		
Total Cash - at the end of the year	\$	124,729.00 (E)

Please Explain Proposed Use of the Financial Assistance from Local Governments.

Gentry's Tutoring and Enrichment Program will allocate funding from the City of Franklin to increasing our capacity with three (3) additional reading tutors and provide professional development. Funding will be leveraged with additional funds to serve 260 students through tutoring and academic enrichment during the 2018/2019 academic year. Additional reading tutors will allow for increased one-on-one intensive tutoring for students significantly below grade level (2 or more grades behind in reading) or not performing at proficient reading levels based on TN Department of Education Academic standards. This also allows for increased focus on specific learning needs and produces quicker learning and mastery of skills in standards-aligned reading goals. Professional development will ensure tutors are using the most effective best practices to foster reading acquisition and achievement.

City of Franklin Requested Items for FY2018-2019	Price Per Item/Service	Number of Items/Services	Total
Two Reading Tutors @ \$20.00/hour x 2 hours/day x 155 days (School Year)	\$6,200.00	2	\$12,400.00
One Reading Tutor @ \$20.00/hour x 4 hours/day x 20 days (Summer 2019)	\$1,600.00	1	\$1,600.00
Professional Development (For 3 teachers)	\$1,000.00	1	\$1,000.00
Total:			\$15,000.00

I certify that this report accurately presents the cash receipts, disbursements, and balances of Gentry's Education Center at the Store Front for the fiscal year noted above.

Person Preparing Report
Phone
Number: 615-925-1033

Printed Name: Evelyn Hickerson
Email: hickersoneve@fssd.org


Signature: 
Date: 07/06/2018

EXHIBIT B

STATEMENT OF WORK AND PROGRAM OBJECTIVES

The Agency 2018-2019 Statement of Work and Program Objectives (description of program) shall include:

1. Introduction/Background

Gentry's Education Center at the Store Front (Gentry's) is a community-based 501c3 and works in partnership with parents and the school communities of Williamson County to provide quality after school programming to address some of the most pressing academic and social needs of our students. Services are holistic, addressing academics and emotional health, targeting PreK-6th grade students who are economically disadvantaged, at risk of academic failure, or present emotional/behavioral issues. Gentry's projects to serve 260 students this year. Gentry's Tutoring and Enrichment program serves three significant purposes: 1) To increase academic achievement in at risk students to grade level or higher; 2) increase students' social emotional growth to foster success in school and beyond; and 3) nurture an education culture that builds stronger relationships between students' families and the schools in which the students attend.

2. Scope of Work

Fiscal Year 2018-2019 work will provide tutoring, and academic enrichment for students at Johnson Elementary, Freedom Intermediate Schools, and New Hope Academy. To ensure that the most vulnerable students receive services academic and behavioral data will be analyzed for targeted outreach and recruitment. Pre-kindergarten through sixth-grade students will receive initial assessments to assess reading and math abilities and individual learning plans will be developed to maximize achievement. Students will participate in tutoring and enrichment 12-15 hours per week during the school year and up to 25 hours per week in the Summer Academy (June). STEM-based (science, technology, engineering, and math) enrichment activities will provide another path to proficiency during the school year and in the Summer Academy. Certified staff will execute program activities using research-based instructional strategies that are engaging and student-centered to maximize participation and attendance. Program evaluation is essential for success; therefore, formative (quarterly) and summative (end of the program year) data will be collected regarding academic achievement, attendance, and behavior to share with stakeholders and guide program improvement.

3. Objectives

- By June 2019, 90% of students will attend 60 days or more in program activities.
- By May 2019, 70% of students will demonstrate a .6 grade level growth/gain in reading and math by the final benchmark.
- By June 2019, at least 85% of teachers surveyed will indicate that students benefitted from Gentry's interventions.
- By June 2019, at least 85% of parents surveyed will rate services provided by Gentry's as Helpful or Very Helpful and can name at least one academic strategy they plan to implement at home to improve reading/math abilities.

EXHIBIT C

WORK PLAN

The Agency 2018-2019 Annual Work Plan (how the funds will be used) shall include:

Quarter 1: July-August-September 2018:

Upon notification of funding, this program will be announced to the community through social media, newsletters, and word-of-mouth. It will include information about eligibility and program offerings. Students at Johnson Elementary School, Freedom Intermediate School, and New Hope Academy will be eligible with preference given to those with the greatest need, based on academic ability, behavioral challenges, and family income. Participants, teacher/tutors, and certified school counselors will be recruited at this time. Gentry's Director will hire certified staff who are highly qualified and enjoy working with students from this neighborhood. Equipment and supplies will be purchased for academic programming. Implementation of training sessions for academic strategies will also begin in this quarter through education with students, teachers and parents. Tutoring and enrichment will begin in this quarter 12-15 hours per week. Debriefing to stakeholders will be conducted the last week of September 2016 (Assistant Director).

Quarter 2: October-November-December 2018:

Students will continue receiving 12-15 hours of tutoring and enrichment per week. Additional reading instructors will provide an extra 30-45 minutes of individual instruction for below grade level readers. Students will also be assessed for gains/progress. Gentry's will provide additional workshops for students, teachers and parents. Debriefing to stakeholders will be conducted the last week of December 2016 (Assistant Director).

Quarter 3: January-February-March 2019:

Repeat of Quarter 2. Students will be assessed for gains in reading and math. Debriefing to stakeholders will be conducted the last week of March 2018 (Assistant Director).

Quarter 4: April-May-June 2019:

Repeat of Quarter 3. Implementation for Gentry's Summer Academy will begin in April (Executive Director and Assistant Director). Staff recruitment and training will begin May. Students will be recruited in May as well. The Summer Academy will be held at Johnson Elementary the first two weeks in June. Final reporting to stakeholders on program outcomes and accomplishments (Executive and Assistant Director).

EXHIBIT D
Gentry's Budget for the Current Year

Revenues:	Projected 2018-19
City of Franklin Government	\$15,000.00
1. Contributions, Gifts & Grants:	
1a. United Way of Williamson County	\$32,400.00
1b. Other United Ways	
1c. Membership dues	
1d. Government Grants	\$227,813.00
1e. All Other Contributions	\$108,022.00
1f. TOTAL Contributions	\$393,235.00
Program Services	\$50,000.00
Investment Income (Dividends & Interest)	
Royalties	
Net Rental Income	
Net Gain (Loss) on Sale of Assets Other than Inventory	
Net Income (Loss) from Fundraising Special Events	
Net Income (Loss) from Gaming	
Net Income (Loss) from Sale of Inventory	
All other revenue	\$20,000.00
Total	\$453,235.00
Expenditures:	Projected 2018-19
Grants & Other Assistance:	
Organizations & Governments	
Individuals	\$2,500.00
Employee Salaries	\$356,695.00
Employee Benefits	
Payroll Taxes	\$12,000.00
Service Fees	\$35,000.00
Advertising & Promotion	\$1,500.00
Office Expenses	\$500.00
Information Technology	\$150.00
Royalties	
Occupancy	
Travel & Entertainment	\$1,500.00
Conferences & Meetings	\$1,000.00
Interest	
Payment to Affiliates	
Depreciation & Amortization	\$5,000.00
Insurance	\$3,946.00
All other expenses	
Total	\$419,791.00



July 6, 2018

Ms. Ellen Hansen, Legal Assistant
Law Department - City of Franklin
City Hall
109 Third Avenue South
Franklin, TN 37064

Re: Nonprofit Allocations from the City Budget 2018-2019

Dear Ms. Hansen,

I must take this opportunity to thank the City of Franklin for its generous support of Gentry's Education Center at the Store Front! Every student in Gentry's is a success story in the making. The City of Franklin's support to Gentry's assures us that you believe in the potential of every student in our community to succeed.

Your contribution to the Gentry's Educational Foundation has been and will be a powerful catalyst to change the odds for students who have been identified as at-risk due to low academic achievement (below grade level proficiency), economic and social disadvantages, and language barriers. Thanks to supporters like you, Gentry's is expanding and moving in the right direction.

Pursuant to the guidelines set forth by the City of Franklin, enclosed is Gentry's FY2018-2019 grant agreement with signatures, and exhibit documents. We believe that strategic after school education programs have the potential to transform the lives of many struggling students and change the academic landscape of schools with high numbers of students from impoverished communities. After seven years of program development and implementation, Gentry's has fashioned a unique yet complimentary curriculum with a high degree of credibility among educators and funders. Gentry's leverages support from the entire community to make a lasting difference for its students in Franklin Special School District. Thanks to supporters like you, a single gift is leveraged by many others, and the impact is tremendous and far-reaching.

Thank you for sharing our deep commitment to improving the academic success for our students and strengthening our mission. With your support, we can continue to make a difference in the lives of these students by developing confident, productive, life-long learners contributing to the future success and viability of our community.

Please feel free to call me with any questions at 615-925-1033 or at hickersoneve@fssd.org.

Sincerely

Evelyn Hickerson

Evelyn Hickerson, Executive Director

cc: Kristine Tallent, Finance Director/Assistant City Administrator

<http://www.gentryeducationalfoundation.com/#>

4221 Warren Road, Franklin, TN 37067; Phone: 615-925-1033; Email: hickersoneve@fssd.org