

IMPORTANT: If the school plans to submit three (3) program or grant projects, only one grant application is required; however all supporting documents should be organized and filed separately for each program or project area and numbered accordingly as listed below on the application below. Please place your school's name and program or project number at the top of each submitted document or packet.

POARCH BAND OF CREEK INDIANS EDUCATION ENDOWMENT PROGRAM

GRANT APPLICATION COVER SHEET

Please complete this cover sheet form by either typing or printing the information.

Name of School: Jay Elementary School

(1) Program or Project Name: Safety Surveillance Project

Type of Grant Request: ☒ Safety ☐ Healthy Environment ☐ Improve Academic Performance
☐ Enhances Quality of Education ☐ Other _____

Amount Requested: \$ 5,710.24 Total Project Cost: \$ 9,545.47

Purpose of Grant (one sentence): The purpose of the safety project is to enhance campus security by installing surveillance cameras in the 7 unsecured areas and to equip staff members to respond to crisis situations.

(2) Program or Project Name: iPads for Our Learners

Type of Grant Request: ☐ Safety ☐ Healthy Environment ☒ Improve Academic Performance
☒ Enhances Quality of Education ☐ Other _____

Amount Requested: \$ 10,849 Total Project Cost: \$ 10,849

Purpose of Grant (one sentence): Integrating technology and the Common Core Standards will prepare students for the future with a focus on providing students with the tools and skills they need for success in a global environment.

(3) Program or Project Name: _____

Type of Grant Request: ☐ Safety ☐ Healthy Environment ☐ Improve Academic Performance
☐ Enhances Quality of Education ☐ Other _____

Amount Requested: \$ _____ Total Project Cost: \$ _____

Purpose of Grant (one sentence): _____

Demographics of Tribal or Native American Population: 1.3% of the student population

Counties and Cities Served: Santa Rosa County/ City of Jay, Fl.

EIN# 59-6000845

Address of School: 13833 Alabama Street, Jay, FL 32565

Telephone Number: 850-675-4554 Fax: 850-675-3362 E-mail allenk@mail.santarosa.k12.fl.us

Web Address (if applicable): www.santarosa.k12.fl.us/jes/

School Superintendent: Mr. Tim Wyrosdick

School Principal: MS. Kelly Allen

Contact Person and Title (if not School Principal): _____

Contact's Phone Number and Address if different: _____

Kelly Allen 8/8/13 SH
Grant Writer Date
Kelly Allen 8/8/13 [Signature] 8/8/13
School Principal Date School Superintendent Date

GRANT APPLICATION NARRATIVE

Please organize the narrative portion of the grant by typing the response in the same order as the questions listed below, making sure you answer all questions to facilitate the ease of the grant review process. Be sure to list the six categories as headings to separate your narrative. You must not exceed six pages in length.

I. PURPOSE OF GRANT

A. Please provide the following information in the space provided:

1. Describe the activities of the program/project for which you're requesting funding.
2. Indicate where and when the specific activities will take place and provide a timeline with specific start/end date.
3. Give regional demographics on the target population (i.e. ages, sex, ethnicity, economic status, approximate number, etc.).
4. Document the community need that your program/project addresses and give adequate, relevant statistics of the target population, specifically Native Americans, which will support the need of your program and identify your sources.
5. Describe role and qualifications of staff that will be involved with the program.
6. List number of volunteers and consultants and their roles for this program.
7. Describe any partnership or collaboration with other schools for this program.
8. Is this a new or existing program? If new, describe how the program model was developed. If existing, describe the past accomplishments of this particular program.
9. Give evidence that your school and staff have the ability to administer the proposed project, providing a plan for growth or increased services. Your statement should verify that the school has assessed the necessary equipment, supplies, technology, physical space and human resources needed to implement and achieve the project outcomes.

Project # 1

Safety Surveillance Project

I. Purpose of the Grant

- A. (1.) The activities of the safety project for which we are requesting funding are centered around the purchase and installation of surveillance cameras at unsecured areas on campus and training for designated staff in monitoring these areas using the DVR system. Two training sessions will be conducted for the entire staff in accordance with our 2013-14 Safety Plan to also incorporate local community emergency responders in preparation for possible emergency situations. These systems will also align with district surveillance equipment allowing immediate access to recorded footage.

(2.) Necessary equipment will be purchased and installed within 60 days of receiving the funding for phase I of the project as well as training for those staff members responsible for monitoring. Safety training for the staff will begin on September 25, 2013 to review the revised safety plan. Upon confirmation from the district safety coordinator, community first responders will conduct awareness training on school grounds. (Date TBA) Ongoing safety drills will occur throughout the school year in accordance with the Santa Rosa District Safety Compliance Regulations. In regards to phase II, the district has allotted funds for a "district-wide" upgrade and installation of security cameras throughout the 33 sites. Funds are limited and will be allocated based on priority (to be determined by a district led committee.) As stated directly from the district Assistant Superintendent Joey Harrell, a school can improve their chance of receiving district assistance when they are able to secure funding from sources outside the school district for the same purpose.

(3) According to the 2013-14 Florida Department of Education Public School Eligibility Survey, Jay Elementary School is projected to have 467 children attending school with 217 (46.47%) of those students coming from low income families. Approximately 96% of those students are Caucasian, 1.3% Native American, 1.2% Hispanic, 1.2% Multi-Racial, and .4% Asian Pacific Islander.

(4) Cameras provide two levels of safety and security for school building users. The first is the benefit of video analytics in crisis situations by the district. The second is the benefit of discouraging inappropriate and illegal behavior, such as bullying or trespassing. An effective safety program is about combining the technology with the

human element behind it. We strongly support the first and best line of defense which is a well-trained, highly alert staff and student body who will recognize strangers on campus, report rumors, report a student having a weapon on campus or other crisis situations. Unfortunately, due to the layout of our campus and the number of unsecured areas, we need the camera support to ensure that we are doing everything in our power to secure our campus for all students and staff.

(5) Equipment will be purchased and installed by the district approved vendor, Gabriel Fire and Security. The Principal, Kelly Allen and the Dean, Kacie Reaves will facilitate 2 school-wide safety trainings with the support and participation of the local responders. The school's Crisis Management Plan will be constructed according to district requirements by Kelly Allen and Kacie Reaves with support from the district Safety Coordinator, Sherry Smith.

(6) Richard Fontaine -Gabriel Fire and Safety- Advisor for purchasing and installing equipment.

Joey Harrell-District Assistant Superintendent- Communicating district guidelines and funding of phase II.

Major Caulier- Police Department-Collaboration and coordination between the district and first responders.

(7) n/a

(8) The school currently has an existing security surveillance system. The needed upgrades are part of the school's safety plan to improve security, especially in the unsecured areas.

(9) Two documents are attached to provide evidence of the quote provided for the equipment needed after a complete thorough inspection conducted on 7-23-13 and the continuation of the project based on partial supplemental funding by the district in the form of email correspondence with Joey Harrell. Kelly Allen, Principal, has attended District Safety Training on 7-31-13. The entire staff has participated in yearly trainings as required by the district and scheduled training as noted in the project plan will be implemented with fidelity.

II. Budget

- A. There are no administrative costs involved.
- B. Partial funding will still allow us to meet some of the goals of our plan.
- C. No additional employees will be needed.

III. Evaluation

- A. Measureable objectives for the project will include:
 - Completed School Crisis Management Plan/vulnerability analysis
 - Invoice statement of installed equipment
 - Documented Safety Compliance Planning and Documentation Sheet with record of the number of safety drills involving all students and safety committee meetings with sign in sheets
 - Staff safety trainings agenda with a sign-in sheet to verify attendees to include pre/post surveys
- B. The anticipated overall results will be a reduction of safety risks to students and staff.
- C. The school's safety plan will be evaluated by the district office and approved by the School Board. The purchasing and installation of the equipment will be evaluated by District Assistant Superintendent Joey Harrell using a school safety inspection document along with Kelly Allen, Principal and Kacie Reaves, Dean by record of checklist of steps completed. Effectiveness of staff training will be evaluated through pre and post safety awareness surveys. The final goal of the project should decrease the likelihood of school violence as measured by a final vulnerability analysis as documented in the school's crisis plan.
- D. See attached Outcome Evaluation Plan

IV. Funding Sources

- A. The projected supplement for the necessary funds to complete Jay Elementary School's security surveillance equipment will be determined by the district based upon the limited allocated funding for each of the 33 schools as noted in the email correspondence from Joey Harrell, Assistant Superintendent of Santa Rosa County Schools. If additional funds are needed, other grant options will be explored as well as requested funds from possible PTO fundraisers.
- B. Once the equipment has been purchased and installed, maintenance will be ongoing through Gabriel Fire and Security as supported by the district. All requested equipment will be compatible with the new district wide security systems which allow them to connect to our surveillance systems from the district office computer

framework. Equipment can be easily relocated to accommodate any structural renovations which may occur over the next several years.

- C. Previous support from EEP within the last two years included purchasing computers (\$5,000) during the 2011-12 school year and a \$5,000 donation during the 2012-13 school year for educational materials based on school records.

V. Publicity

- A. If awarded the grant, the Poarch Band of Creek Indians will be publically acknowledged through the following channels:
- School Board Recognition
 - Request for Press Gazette and Pensacola News Journal News Release
 - Request for Channel 3 News Coverage
 - Recognition in the Jay Elementary School Parent Newsletter and School Website
 - Recognition by the School Advisory Council

VI. School Information

- A. There is no official record of grants which have been awarded to Jay Elementary School over the past 2 years.
- B. n/a
- C. n/a
- D. n/a
- E. n/a

**POARCH BAND OF CREEK INDIANS
EDUCATION ENDOWMENT PROGRAM
OUTCOME EVALUATION PLAN**

Please complete this form to reflect the written narrative description of your outcome objectives. If you have any questions about how to complete the form, please contact the individual and/or individuals listed on the cover letter attached to the (RSA), who will refer the request for technical assistance on the Education Endowment Grant Review Team.

School: Jay Elementary School

Contact Name: Kelly Allen

Program or Project Name: Safety Surveillance Project

Activities	Measurable Objectives	Long Term Results/Impact	Native American Population (Specifically PBOI)
<i>List specific action items/activities</i>	<i>List outcomes you will measure</i>	<i>Overall results you hope to achieve</i>	<i>Positive Direct or Indirect Impact</i>
Example: provide mentoring classes 3 days/week to junior high students for 12 months	Increase in grades; decrease in missed school days; becomes involved with school/community activities; decrease in misbehavior	Will graduate; will become employed; will be involved in community activities; will be law-abiding citizens	School attendance and grades improved; Will graduate; Applied for college; Involved in extracurricular activities
Installation of cameras	Decrease the likelihood of school violence using the vulnerability analysis	Reduce safety risks to students and staff	Students and staff will communicate a strong sense of security as a result of training
Pre/Post staff surveys	Increase the overall rating of staff's knowledge and skill level of safety procedures	Staff will respond to crisis situations effectively	The learning environment will be enhanced for all students

Grant Application Budget

Applicant: Jay Elementary School		Date of Submission:
Program/Project Name: Project #1 Safety Surveillance		8-9-13
Total Grant Request:	\$ 16,559.24	
Total Program/Project Budget:	\$ 5,710.24	
Program/Project Date:	pending funding	

Note: Insert reproduce form for additional space. Grant Total and Subtotals should be notated on front budget form.

PROGRAM OR PROJECT BUDGET

[illegible]

Itemized Cost

GRAND TOTAL EXPENSES

\$ 5,710.24

Project # 2

"iPads for Our Learners"

I. Purpose of the Grant

A.

(1.) Integrating technology and the Common Core Standards will prepare the students for challenging jobs of the future. The "iPads for Our Learners" project is aimed at providing students with the tools and skills they need for success in a global environment. I propose to equip all classrooms with iPads with internet access which will serve as cognitive tools by supporting, guiding, and extending the thinking processes of students which will directly affect student performance. Jay Elementary is a learning institution for approximately 450 students from grades kindergarten to sixth grade. The generation of students we are responsible for educating are considered to be digital natives, requiring teachers to change the nature of instruction through the integration of technology in order to meet the ever changing needs of our students. The use of iPads with internet accessibility will be used to access a wealth of knowledge and resources to include interactive websites such as Scholastic Study Jams, Discovery Learning, Brainpop Junior, and many other resources to support innovative science, math, language, and reading instruction. iPads can also serve as interactive tools which will allow students to actively participate in enhanced lessons, creating an infusion of knowledge into existing cognitive structures.

(2.) Equipment will be purchased directly from Apple immediately upon availability of funding. District support from the data processing team will be scheduled on site to set up equipment according to district guidelines within two weeks after delivery. Within two weeks of arrival and set-up of the iPads, teachers will be issued classroom iPads and will participate in training provided by Sandy Geck, the school technology assistant. Students will have immediate access to iPads once the teachers have completed the training and set-up procedures.

(3) According to the 2013-14 Florida Department of Education Public School Eligibility Survey, Jay Elementary School is projected to have 467 children attending school with 217 (46.47%) of those students coming from low income families. Approximately 96% of those students are Caucasian, 1.3% Native American, 1.2% Hispanic, 1.2% Multi-Racial, and .4% Asian Pacific Islander. All students will have access to iPad applications.

(4) Florida has recently adopted the Common Core Standards with the primary goal of ensuring that all students graduate from high school ready for college, careers and life skills. As a result, school districts to include Santa Rosa County are struggling

to align academics and Career and Technical Education with resources and strategies to teach to the standards. Two of the 8 strategies for bridging this divide include:

- (a) Creating or updating curricular and instructional resources
- (b) Enhancing literacy and math strategies with Career and Technical instruction

The power to engage students and provide differentiated instruction through the use of technology is vital to meeting the ever changing demands of the Common Core Standards. This is especially true for struggling learners who need a variety of interventions to meet these rigorous standards. Our School Improvement Plan vision is to provide students with a curriculum that is challenging and technology rich.

The need for additional technology was indicated first by district instructional leaders who provide professional development in technology and teachers who were attending these training classes. Teacher concerns, especially for primary grade students, were centered upon the difficulty of engaging students in meaningful lessons. Students' attention spans are short, they need visual and kinesthetic learning experiences, and behavior management is crucial in order for learning to occur. In order to utilize the instructional resources and strategies that are linked to Common Core Standards our district and school administrators are committed to providing teachers with the tools to utilize these resources. Through grade level meetings with teachers, RTI meetings with the leadership team, and personal meetings with the technology director for the district, the need for change in regards to the use of technology in our school has been determined. DEA and FCAT test data indicate a minimal improvement in learning gains among our students in reading and math over the past four years. We are basically getting the same results every year because we are using the same approaches. Research supports the belief that the greatest impact on student performance is the quality of instruction provided in the classroom. Training teachers to meet the challenges of educating students is our primary goal. In addition to the data, several elementary schools in our district have already implemented a plan of action for technology integration beyond the use of LCD projectors and document cameras.

Our lack of change is primarily due to the lack of funding. Our Title I funding for the 2013-14 school year has been decreased by \$15,995 due to the number of qualifying schools in Santa Rosa County. Jay Elementary School is accountable to parents and students in our community for providing all of our students with a quality education. It is time that we not only catch up with the changing times, but lead other schools

in the district in technology integration. As the lead learner at Jay Elementary, I am committed to doing just that.

(5 & 6) The district technology coordinator will play a vital role in implementing our plan. She will be responsible for communicating guidelines in purchasing and technical issues concerning the connectability of the equipment.

The Principal, Kelly Allen and the Dean, Kacie Reaves are key stakeholders (project managers) who will share the role of the actual plan of purchasing equipment, arranging for installation, determining who receives the equipment as it is purchased in phases, providing ongoing professional development opportunities, and evaluating the participation and effectiveness of the use of the equipment.

The teachers' role will involve ongoing training and exploring possible ways to integrate the iPads with the curriculum and standards. Collaboration among the teachers will be expected which takes more time and commitment. Due to the professional development, teachers will be more confident and gain a stronger sense of pride.

Students will engage in motivating and meaningful learning which will affect student performance.

Our school technology contact, Sandy Geck, will support the configuration and minor technical issues that arise with any project pertaining to computers as well as manage purchasing apps.

(7 & 8) As a new Principal of Jay Elementary, my role is vital. I have first-hand experience with creating and implementing a technology plan which resulted in the recognition of my former school, S.S. Dixon Primary, as a Model 21st Century School. I was a co-presenter at the National Leadership Convention for Model Schools as a result of our national recognition for technology implementation. I provided a series of technology trainings for our staff as well as fostering lead teachers to collaborate and integrate technology with fidelity into the classrooms. The Principal I worked with for the past 4 years, Debbie Anderson, was awarded Technology Principal of the Year for the State of Florida in 2013. I have a passion, plan, and desire to inspire teachers to utilize technological resources to ultimately enhance student performance. I continue to collaborate with Mrs. Anderson at S.S. Dixon Primary School as we both strive to improve the quality of education, not only at our schools, but at the district, state, and national level.

(9.) Teachers are currently using interactive websites and whiteboards, document cameras, and LCD projectors. District and school technology trainings are conducted throughout the year to compliment online curriculum resources. The district's plan for school-wide wireless capabilities is scheduled to be installed at Jay Elementary School in December of 2013 according to Chuck Welch, District Technical Support Advisor.

II. Budget

- A. The grant does not require administrative costs.
- B. If the full amount is not awarded, partial funding will allow us to meet some of the project goals.
- C. No additional employees will be needed.

III. Evaluation

- A. The project's success will be evaluated through surveys as well as students' performance in reading and math as measured by the DEA Assessment and FCAT Assessment.
- B. Staff surveys will reflect a higher rating from the previous year in the section which asks if they have been provided with the necessary tools and equipment. The percent of students at or above proficiency level in reading and math will increase as compared to the 2012-13 assessment.
- C. Project managers (Ms. Allen and Ms. Reaves) will conduct the evaluations.
- D. See attached Outcome Evaluation Plan

IV. Funding Sources

- A. Future funding will be pursued through additional grants, Title I funding, and future PTO fundraisers.

V. Publicity

- A. If awarded the grant, the Poarch Band of Creek Indians will be publically acknowledged through the following channels:
 - School Board Recognition
 - Request for Press Gazette and Pensacola News Journal News Release
 - Request for Channel 3 News Coverage
 - Recognition in the JES Parent Newsletter and School Website
 - Recognition by the School Advisory Council

VI. School Information

- A. There is no record of official grants which have been awarded to Jay Elementary School over the past 2 years to my knowledge.
- B. n/a

**POARCH BAND OF CREEK INDIANS
EDUCATION ENDOWMENT PROGRAM
OUTCOME EVALUATION PLAN**

Please complete this form to reflect the written narrative description of your outcome objectives. If you have any questions about how to complete the form, please contact the individual and/or individuals listed on the cover letter attached to the (RSA), who will refer the request for technical assistance on the Education Endowment Grant Review Team.

School: Jay Elementary School

Contact Name: Kelly Allen

Program or Project Name: iPads for Our Learners

Activities	Measurable Objectives	Long Term Results/Impact	Native American Population (Specifically PBCI)
<i>List specific action items/activities</i>	<i>List outcomes you will measure</i>	<i>Overall results you hope to achieve</i>	<i>Positive Direct or Indirect Impact</i>
Example: provide mentoring classes 3 days/week to junior high students for 12 months	Increase in grades; decrease in missed school days; becomes involved with school/community activities; decrease in misbehavior	Will graduate; will become employed; will be involved in community activities; will be law-abiding citizens	School attendance and grades improved; Will graduate; Applied for college; Involved in extracurricular activities
Conduct staff surveys	Increase satisfaction rating of teachers in regards to supplying tools and resources	Teacher performance will increase as a result of technology integration.	Student performance will increase in reading and math.
Teachers will develop and deliver lessons integrating technology.	Improved teacher evaluations	Student grades and test performance will increase. with a positive long term effect on the graduation rate.	Students will demonstrate at or above proficiency levels on DEA and FCAT assessments.

POARCH BAND OF CREEK INDIANS
EDUCATION ENDOWMENT PROGRAM (EEP)
Grant Application Budget

Applicant: <u>Jay Elementary School</u>	Date of Submission:
Program/Project Name: <u>iPads for Our Learners - Project #2</u>	<u>8-9-13</u>
Total Grant Request: <u>\$ 16,559.24</u>	
Total Program/Project Budget: <u>\$ 10,849.00</u>	
Program/Project Date: <u>pending funding</u>	

Note: Insert reproduce form for additional space. Grant Total and Subtotals should be notated on front budget form.

PROGRAM OR PROJECT BUDGET

	LINE ITEM BREAKDOWN with EXPLANATION & COMMENTS	PROPOSED COST
Itemized Cost	Apple iPad Learning Lab @ 7,059.00	\$ 7,059.00
	with 10 iPad 16GB wi-fi devices and Apple Care	
	10 pack iPad2 16GB wi-fi devices @ \$ 3,790.00	\$ 3,790.00

GRAND TOTAL EXPENSES	\$ 10,849.00
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Poarch Band of Creek Indians Education Endowment Program



Grant Agreement

THIS AGREEMENT is made and entered into by and between the Poarch Band of Creek Indians (including any Tribally owned or controlled entity, including, but not limited to, Tribal Departments, Enterprises or Authorities), a federally recognized Indian Tribe having offices at 5811 Jack Springs Road, Atmore Alabama 36502 ("PBCI") and Jay Elementary School, a school located at 13833 Alabama Street, Jay, Fl. 32565 ("Grantee"). (PBCI and Grantee may be referred to hereinafter singularly as a "Party" or collectively as the "Parties").

The Grant Agreement consist of this Agreement; the approved Grant Application submitted by the Grantee, including the Grant Application Cover Sheet, Grant Application Narrative, Outcome Evaluation Plan, and the Grant Application Budget; and the Grant Award Notice Letter, which details the approval of the Grant Application and the funding committed by PBCI for the project or program. These forms are the Grant Agreement and are fully a part of the Grant Agreement as if attached to this Agreement or repeated herein. If anything in the other Grant Agreement documents is inconsistent with this Agreement, this Agreement shall govern.

In consideration of the mutual promises and covenants herein contained and the funding granted to Grantee by PBCI, the Parties mutually agree as follows:

1. DEFINITIONS

Unless otherwise indicated, capitalized terms shall have the meaning ascribed within the Grant Agreement, and all other terms shall have the meaning commonly ascribed to them in the Grantee's profession. If from the context it appears appropriate, each defined term stated in either the singular or plural shall include the singular and plural.

2. SCOPE OF AGREEMENT AND FUNDING

The Grant Agreement contains the basic terms and conditions upon which Grantee shall receive funding from PBCI for Grantee's educational-related projects or programs, which are more particularly described in Grantee's approved Grant Application ("Project"). The amount of the grant funds is outlined in the grant announcement provided to Grantee and shall be provided to Grantee in a lump sum.

3. TERM

This Grant Agreement shall be effective upon the award of funding to Grantee as evidenced by the Grant Award Notice provided to Grantee by PBCI and shall terminate, unless sooner terminated by the provisions herein, upon the submission of the End of the Grant Evaluation Report and the expenditure of all grant funds or the return to PBCI of any unused grant funds ("Term"). Grantee shall begin on the Project no later than 30 days after the receipt of the grant funds, and Grantee shall complete the Project no later than end of the "Grant Year," which is one year from the receipt of the grant funds.

4. USE OF GRANT FUNDS

Grant funds may be used only for direct allowable costs associated with the Project as outlined in the budget portion of Grantee's approved Grant Application. Grantee agrees to maintain an accurate accounting of the grant funds expended.

Grantees may make budget revisions of up to 10% from any existing budget line item to another. If a budget revision requires a modification to a line item of more than 10% or requires adding new line item, then the Grantee must submit a written request for a budget revision to the Education Endowment Grant Review Team and receive approval prior to implementation.

5. UNOBLIGATED FUNDS

All grant funds must be appropriately expended no later than one year from receipt. No later than thirty (30) days prior to the end of the Grant Year, if Grantee realizes that it will not expend all of the funds received, the Grantee shall notify the Education Endowment Grant Review Team and may request that the Education Endowment Grant Review Team allow the funds to be expended on the same Project. In its sole discretion, the Education Endowment Grant Review Team may approve the Grantee's request or require that the unobligated funds be returned to PBCI within thirty (30) days following the end of the Grant Year.

6. COMPLIANCE

- (a) The Grantee consents to site visits, monitoring, and compliance reviews/audits by PBCI to ensure financial accuracy and programmatic integrity.
- (b) If PBCI determines that the Project is not progressing as planned, the Education Endowment Grant Review Team may issue an action plan, which must be followed by Grantee or the Grant Agreement shall be terminated and all funds not expended in accordance with the action plan returned to PBCI.

- (c) The Grantee agrees to track activities to measure the outcome and effects of the Project.
- (d) The Grantee shall provide a final End of Grant Evaluation Report no later than thirty (30) days after the end of the Grant Year.
- (e) The Grantee shall promptly report any credible evidence that a principal, teacher, employee, agent, contractor, subcontractor, or other person has submitted false claims or has committed a criminal violation of laws relative to this Project.

7. AUDIT

PBCI shall have the right to inspect, through an independent auditor or through its staff, the records of any Grantee on reasonable advance written notice and during Grantee's regular business hours to verify that grant funds were spent in accordance with the budget within the approved Grant Application. Such records shall be maintained for a period of at least one (1) year from the end of the Grant Year. The cost of such audit shall be borne by PBCI unless such audit reveals an error rate of five percent (5%) or more in favor of PBCI or that grant funds were not spent in accordance with the budget in the approved Grant Application, in which case the cost will be paid by Grantee. Payment of any amount determined to be due PBCI as a result of such audit shall be made within thirty (30) days of receipt of PBCI's invoice therefore.

The end of the Grant Year or Term does not affect the right of PBCI to disallow cost and/or recover funds on the basis of a subsequent audit, review, or other discovery. Any funds paid to the Grantee in excess of the amount of which the Grantee is finally determined to be entitled under the terms and conditions of the award shall constitute a debt to PBCI.

This Section 7 shall survive the termination of this Grant Agreement for a period of one year.

8. PUBLICITY

The Grantee shall publicly acknowledge PBCI's contribution to the program or project in any announcements, publications, and website postings. The Grantee shall also acknowledge PBCI as the source of funding in all printed or video material related to the Project. All use of PBCI Marks (as defined in Section 14. below) shall be in accordance with the terms and conditions in Section 14 and **Exhibit "A"**.

9. INDEMNIFICATION

Grantee ("Indemnitor") shall indemnify, defend and hold PBCI, its respective officers, directors, employees, Grantees and agents ("Indemnitees"), harmless from and against any and all loss, liability, damage and expense (including attorneys fees) arising

out of, related to, or in connection with any demand, claim, suit or judgment for damages to any physical property or bodily injury or death to any person ("Claim") arising out of, caused by or resulting from an act or omission of the Indemnitor, its employees or agents related to the Project. Indemnitors shall promptly notify Indemnitees in writing of any action or legal proceeding to which this Indemnification may apply. This Section 8 shall survive the termination of this Grant Agreement.

10. TERMINATION

In the event that the Grantee fails to follow any term, condition, or obligation herein, PBCI may terminate this Grant Agreement by providing at least thirty (30) days prior written notice to Grantee. After Grantee receives notice, Grantee shall not obligate or expend any more funds granted hereunder. Grantee shall return all funds in its possession to PBCI no later than thirty (30) days after receiving the written notice. The termination of the Grant Agreement does not affect the right of PBCI to disallow cost and/or recover funds on the basis of a subsequent audit, review, or other discovery. Any funds paid to the Grantee in excess of the amount of which the Grantee is finally determined to be entitled under the terms and conditions of the award shall constitute a debt to PBCI.

11. NOTICES

Notices under the Grant Agreement shall be in writing and delivered to the persons or offices of the parties stated herein. The effective date of any notice hereunder shall be the date of delivery of such notice and not the date of mailing. Notice shall be deemed to have been delivered on the earlier of (i) one (1) day after it is confirmed by sender's equipment to have been transmitted via facsimile; (ii) on the date actually received; or (iii) the date actually received if sent via overnight courier. The mailing addresses and facsimile numbers of the parties are set forth below:

To PBCI:

Poarch Band of Creek Indians
5811 Jack Springs Road
Atmore, AL 36502
Attention: Legal Department
Facsimile: (251) 368-1610

To Grantee:

Jay Elementary School
13833 Alabama Street, Jay, FL. 32565
850-675-4554
Attention: Kelly Allen
Facsimile: 850-675-3362

12. ASSIGNMENT

The Grant Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however Grantee shall not assign or transfer the Grant Agreement without PBCI's prior written consent. The assumption of the Grant Agreement by a third party shall not relieve Grantee of its obligations hereunder. PBCI or its successors and assigns may without the consent of Grantee assign its interest in the Grant Agreement to any party by providing written notice of such assignment to Grantee. Any assignment shall be conditioned upon the assignee agreeing in writing to be bound by the terms and conditions of the Grant Agreement and executing such reasonable documentation evidencing same.

13. RELATIONSHIP OF PARTIES

No agency, joint venture, or joint marketing relationship shall be deemed created under the Grant Agreement. Neither party incurs a fiduciary relationship to the other under the Grant Agreement, and neither party is responsible for the losses, debts, obligations or liabilities of the other. There are no third party beneficiaries to the Grant Agreement.

14. INTELLECTUAL PROPERTY RIGHTS

Except as otherwise specifically set forth in the Grant Agreement, nothing herein grants Grantee, its employees, agents or Grantees any rights or license to use the PBCI Marks, as hereafter defined. PBCI Marks shall mean the trademarks, service marks, trade names, insignia, symbols, logos, trade dress, decorative designs, or similar intellectual property owned by PBCI and used in connection with the provision of Services by Grantee. Grantee shall use rights granted in the PBCI Marks under the Grant Agreement, if any, solely to perform its obligations hereunder. Any rights granted under the Grant Agreement shall be subject to the terms and conditions set for in the Tribal Logo Licensing Agreement, hereby attached as **Exhibit "A"** and hereby incorporated into the Grant Agreement. Grantee agrees to sign the Tribal Logo Licensing Agreement before use of any and all Tribal Marks. PBCI may terminate the Grant Agreement immediately if Grantee fails to comply with the provisions in this Section and in **Exhibit "A"** including, but not limited to, the guidelines and policies which may be issued by PBCI with respect to use of the PBCI Marks. Grantee acknowledges that the PBCI Marks are unique and extremely valuable to PBCI and that any damage to or loss of any of these rights and assets will cause PBCI irreparable harm that cannot be fully or adequately compensated with damages alone, and that the value of such harm cannot be ascertained with certainty. Notwithstanding any provision in the Grant Agreement to the contrary, Grantee agrees that PBCI is entitled in the case of any violation of this Grant Agreement with respect to the PBCI Marks to seek temporary, preliminary and permanent injunctive relief for any breach, or threatened breach, of such provisions in the Grant Agreement. Grantee shall return to PBCI within ten (10) days of expiration, cancellation or termination of the Grant Agreement, or the cancellation of the license right to use the PBCI Marks, any advertising and marketing materials, forms, and other materials

containing any PBCI Mark(s). Upon the expiration or termination of the Grant Agreement for any reason Grantee shall discontinue the use of all PBCI Marks.

15. GOVERNING LAW

The Grant Agreement and any related documents shall be construed according to the laws of the Poarch Band of Creek Indians. Exclusive venue and jurisdiction shall be in the Tribal Courts of the Poarch Band of Creek Indians. Nothing contained in the Grant Agreement or any related documents shall be construed or deemed to provide recourse to tribal government assets.

16. NO WAIVER OF BREACH

No delay or omission of PBCI to exercise any right or power shall impair any such right or power, or shall be construed to be a waiver of any nonperformance by Grantee or any acquiescence therein. No waiver of any nonperformance shall be effective unless it is in writing. No written waiver by either Party shall be deemed to be a waiver of any other Grant Agreement provision or of any subsequent breach by the other Party of the same or any other provision.

23. SEVERABILITY

In the event any provision or any portion of any provisions of the Grant Agreement is held invalid, the other provisions of the Grant Agreement and the remaining portion of said provision shall not be affected thereby and shall continue in full force and effect.

24. COUNTERPARTS

This Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement.

25. ENTIRE GRANT AGREEMENT

The Grant Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations and agreements, either oral or written. No modification to the terms hereof shall be made unless agreed to in writing by both Parties.

25. AUTHORITY

Each party hereto has full power and authority and been duly authorized to execute, deliver and perform its obligations under the Grant Agreement.

In witness whereof, the duly authorized representatives of the parties have executed this Grant Agreement as provided below.

PBCI:

Poarch Band of Creek Indians

By: _____

Print Name: _____

Title: _____

GRANTEE: :

Jay Elementary School

By: Kelly Allen

Print Name: Kelly Allen

Title: Principal

EXHIBIT A
Poarch Band of Creek Indians Tribal Logo Licensing Agreement

This Licensing Agreement is entered into as of the 9 day of August
2013, between the Poarch Band of Creek Indians ("PBCI") and
Jay Elementary School / Kelly Allen ("Licensee").

The following logo is the property of PBCI:



PBCI grants Licensee the right to use the above logo (hereinafter "Tribal Logo") subject to the following terms and conditions:

1. PBCI must approve all use of the Tribal Logo prior to use. PBCI also requires adherence to usage guidelines. PBCI expressly reserves the right to update and/or change the usage guidelines at its sole discretion.
2. Except as prescribed by this Agreement, the Tribal Logo shall not be revised or altered in any way, and must be displayed in the same form and color as produced by PBCI. Any change or modification to the Tribal Logo without the express written consent of PBCI is strictly prohibited.
3. Any Tribal Logo placed on a website or used in electronic communications shall include a link to the Poarch Band of Creek Indians website: www.poarchcreekindians.org
4. The Tribal Logo may be used:
 - (a) in a professional manner on Licensee's literature, advertisements, or in any other comparable manner agreed upon in writing by PBCI to signify Licensee's business relationship with PBCI; or
 - (b) in a manner consistent and in accordance with an express written sponsorship agreement between PBCI and Licensee. Any and all usage of the Tribal Logo by Licensee must be approved in writing by PBCI.
5. The Tribal Logo may not be used in any manner that, in the sole discretion of PBCI:
 - (a) discredits PBCI or tarnishes its reputation and goodwill;

- (b) is false or misleading;
 - (c) violates the rights of others;
 - (d) violates the law, regulation or other public policy; or
 - (e) mischaracterizes the relationship between PBCI and the Licensee, including but not limited to any non-approved use of the Tribal Logo that might be reasonably construed as endorsement, approval, sponsorship, or certification by PBCI of the Licensee, the Licensee's business or organization, or the Licensee's products or services, or that might be reasonably construed as support or encouragement to purchase or utilize the Licensee's products or services.
6. A Licensee shall not conduct his or her business in a manner that:
- (a) discredits PBCI or tarnishes its reputation and goodwill;
 - (b) is false or misleading;
 - (c) violates the rights of others; or
 - (d) violates the law, regulation or other public policy;
7. Use of the Tribal Logo shall create no rights for the Licensee in or to the Tribal Logo or use beyond the terms and conditions of this limited and revocable license.
8. The Tribal Logo shall remain at all times the sole and exclusive intellectual property of the PBCI.
9. PBCI shall have the right, from time to time, to request samples of use of the Tribal Logo from which it may determine compliance with these terms and conditions.
10. Without further notice, PBCI reserves the right to prohibit use of the Tribal Logo if it determines, in its sole discretion, that a Licensee's Tribal Logo usage, whether willful or negligent, is not in strict accordance with the terms and conditions of this license
11. The PBCI Tribal Court shall be the exclusive forum for the enforcement of PBCI's rights under this Agreement.
12. In the event PBCI revokes this license, Licensee shall immediately cease use of the Tribal Logo. Licensee agrees that, in the event of a violation of this License Agreement, PBCI shall be entitled to liquidated damages in the amount of \$ _____ per day, or actual damages found by the court, whichever is greater.

13. Licensee will indemnify and hold PBCI harmless against any and all claims, actions, or demands resulting from or related to its use of the Tribal Logo.
14. Nothing in this Agreement shall be construed as a waiver of the PBCI's sovereign immunity.

POARCH BAND OF CREEK INDIANS LICENSEE

By: _____	By: <u>Jay Elementary - Kelly Allen</u>
Name: _____	Name: <u>Kelly Allen</u>
Its _____	Its <u>Principal</u>