GRANT AGREEMENT

This grant agreement (this "Grant Agreement"), entered into by and between the **Office of the Indiana Attorney General** (hereinafter referred to as the "State") and **Franklin County High School** (hereinafter referred to as the "Grantee"), whose address is 1 Wildcat Lane, Brookville, IN 47012, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of Agreement.
The purpose of this Grant Agreement is to enable the State to make a grant from the State of Indiana's Consumer Protection Fund, IC 4-6-9-7, of two thousand five hundred eighty-eight dollars and eighty-nine cents ($2,588.89) to the Grantee for eligible costs of the LifeSmarts Competition Project. This competition will take place April 20-25, 2007 and will, among other things, promote consumer education among high school students, including learning about deceptive sales practices, rights and responsibilities. This Grant shall be used exclusively for the purposes set forth in this paragraph and in accordance with the provisions contained in this Grant Agreement and in Indiana Code 4-6-9-7.

2. Term.
This Grant Agreement shall be effective for a period of three (3) months. It shall commence on April 1, 2007 and shall remain in effect through June 30, 2007.

3. Design and Implementation of Project.
The Grantee shall be solely responsible for the proper design and implementation of the LifeSmarts Competition Project. Although not expressly attached to this Grant Agreement, the Grantee agrees to complete the consumer education aspect of said project in accordance with the plans and specifications in its application. Modification of its application shall require prior written approval of the State.

4. Monitoring Report by the State.
The Grantee agrees to a monitoring report of the project. Grantee agrees to:

A. An audit of expense records by the State Board of Accounts in regards to this Grant Agreement.
B. Submit a grant report upon completion of the program activity no later than June 30, 2007, which summarizes how the funding was used and results achieved.
C. Provide copies of all expense documents to the Controller, Office of the Attorney General, 302 West Washington Street, IGCS – 5th Floor, Indianapolis, IN 46204.

5. Compliance with Laws.
A. The Grantee agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Grant shall be reviewed by the State and the Grantee to determine whether the provisions of the Grant require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<http://www.in.gov/ethics/>>>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under Indiana Code § 4-2-6-12.

C. The Grantee certifies by entering into this Grant, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Grantee agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Grantee. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Grantee agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Agreement. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Grantee, the Grantee may request that it be allowed to continue, or receive work, without delay. The Grantee must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

E. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

F. The Grantee warrants that the Grantee and its subgrantees, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so is a material breach of the Grant and grounds for immediate termination of the Grant and denial of further work with the State.

G. The Grantee hereby affirms that it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. Grantee agrees that the State may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that State may bar Grantee from contracting with the State in the future, cancel existing Grants, withhold payments

to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

I. As required by IC 5-22-3-7:

(1) the Grantee and any principals of the Grantee certify that (A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Grantee will not violate the terms of IC 24-4.7 for the duration of this Agreement, even if IC 24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of this Agreement, even if IC 24-4.7 is preempted by federal law.

6. Conflict of Interest.

A. As used in this section:

"Immediate family" means the spouse and the unemancipated children of an individual.

"Interested party," means:

1. The individual executing this Grant;
2. An individual who has an interest of three percent (3%) or more of Grantee, if Grantee is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

B. The State may cancel this Grant without recourse by Grantee if any interested party is an employee of the State of Indiana.

C. The State will not exercise its right of cancellation under section B, above, if the Grantee gives the State an opinion by the Commission indicating that the existence of this Grant and the employment by the State of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of State employees. The State may take action, including cancellation of this Grant, consistent with an opinion of the Commission obtained under this section.

D. Grantee has an affirmative obligation under this Grant to disclose to the State when an interested party is or becomes an employee of the State of Indiana. The

obligation under this section extends only to those facts that Grantee knows or reasonably could know.

7. Drug-Free Workplace.
Grantee hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this grant a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that Grantee or an employee of Grantee has been convicted of a criminal drug violation occurring in Grantee's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the grant or agreement and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

8. Funding Cancellation.
When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of a grant, the grant shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

9. Nondiscrimination.
Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Grantee shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Grant, if any, with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Grant Agreement. Acceptance of this Grant Agreement also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

10. Payments. As required by IC 4-13-2-14.8: Notwithstanding any other law, rule, or custom, a person or company whom has an Agreement with the State or submits invoices to the state for payment shall authorize in writing the direct deposit by electronic funds transfer of all payments by the State to the person or company. The written authorization must designate a financial institution and an account number to which all payments are to be credited. For forms and additional information see the Auditor of State's website at www.in.gov/auditor/forms.

11. Repayment.
The Grantee shall repay the funds provided under this Grant Agreement within thirty (30) calendar days of any final determination that the funds were not used for the purposes set forth in this Grant Agreement.

12. Non-Collusion and Acceptance.
The undersigned attests, subject to the penalties for perjury, that he/she is the duly authorized representative, agent, or officer of the Grantee, that he/she has not, nor has any other employee, representative, agent, or officer of the Grantee, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, Grantee and the State of Indiana have, through duly authorized representatives, entered into this Grant Agreement. The parties having read and understand the foregoing terms of the grant do by their respective signatures dated below hereby agree to the terms thereof.

Franklin County High School

By: Diana Slaven
Diana Slaven

Title: LifeSmarts Coach

Date: April 2, 2007

By: _____ (for)
Stephen Carter
Attorney General of Indiana

Date: 4/10/07

APPROVED BY:

DEPARTMENT OF ADMINISTRATION

By: _____ (for)
Carrie Henderson,
Commissioner

Date: 4-11-07

STATE BUDGET AGENCY

By: _____ (for)
Charles Schalliol,
State Budget Director

Date: 4-12-07

APPROVED AS TO FORM AND LEGALITY:

By: _____ (for)
Stephen Carter,
Attorney General of Indiana

Date: 4/12/07