

**Regular Board Meeting of the Perry Public Schools
Monday, September 21, 2015
6:30 PM in the Administration Building Board Room**

AGENDA

ITEM 1 **Call to Order**

ITEM 2 **Pledge of Allegiance**

ITEM 3 **Roll Call**

John Harris, President
Mark Briggs, Vice President
Charles Scovill, Secretary
Rick Lamb, Treasurer

Catherine Hahn, Trustee
Mark Ruzinsky, Trustee
Matt Winans, Trustee

ITEM 4 **Approval of Agenda**

ITEM 5 **Approval of Minutes**

August 17, 2015

ITEM 6 **Approval of Payment of Bills**

Approval of \$194,814.67 in General Fund bills, \$20,802.35 in Student Activity and \$850.42 in School Lunch Fund bills.

ITEM 7 **Public comments on agenda items**

After being recognized by the President, please state your name and home address before making your comments. *All comments are to be directed to the Board and are limited to three (3) minutes.*

SECTION A – SPECIAL PRESENTATIONS

ITEM 8 Update on Success Academy

ITEM 9 Eighth grade trip to Washington, DC

ITEM 10 FFA school year trips

ITEM 11 Andrew Webber, Telecad Wireless

ITEM 12 Bond refinancing

SECTION B – OLD BUSINESS

No old business at this meeting

SECTION C – NEW BUSINESS

ITEM 13 First reading of NEOLA cyber bullying policy

ITEM 14 Approval of ASCME positions

- Bus driver
- Part-time mechanic helper

ITEM 15 Approval of two child care workers

ITEM 16 Approval of high school art teacher

ITEM 17 Approval of Perry Elementary principal

SECTION D – SUPERINTENDENT COMMENTS AND WRITTEN COMMUNICATIONS

SECTION E – GENERAL PUBLIC AND CITY COUNCIL REPRESENTATIVE COMMENTS

After being recognized by the President, please state your name and home address before making your comments. ***All comments are to be directed to the Board and are limited to three (3) minutes.*** Thank you.

SECTION F – BOARD MEMBER COMMENTS

Meeting Dates

Regular Meeting

Monday, October 19, 2015

6:30 PM – Board Meeting Room – Administration Building

Adjourn

**PERRY PUBLIC SCHOOLS BOARD OF EDUCATION
REGULAR MEETING MINUTES – AUGUST 17, 2015
6:30 PM – BOARD CONFERENCE ROOM**

- ITEM 1 Call to Order
Meeting called to order at 6:30 PM by President John Harris
- Moment of silence was held for Roberta Miller, former teacher and elementary principal.
- ITEM 2 Pledge of Allegiance
- ITEM 3 Roll Call
Members present at roll call: John Harris, Mark Briggs, Charles Scovill, Rick Lamb, Catherine Hahn, Mark Ruzinsky, Matt Winans
- ITEM 4 Approval of Agenda
Moved by Scovill, supported by Hahn, to approve the agenda. Motion carried 7-0.
- ITEM 5 Approval of Minutes
Moved by Ruzinsky, supported by Lamb, to approve the July 20, 2015 regular meeting minutes. Motion passed 7-0.
- ITEM 6 Approval of Payment of Bills
Moved by Lamb, supported by Hahn, to approve payment of bills. Motion passed 7-0.
- ITEM 7 Public comments on agenda items
No public comments were made at this meeting.

SPECIAL PRESENTATIONS

- ITEM 8 R. J. Naughton, V.P. Stauder Barch – refinancing of 2004 bonds
Mr. Naughton explained that the district can refinance the 2004 bonds at a savings to the community by reducing the percentage on the bonds. Moved by Ruzinsky, supported by Briggs, to have Stauder Barch proceed with the refinancing. Motion passed 7-0.
- ITEM 9 LAFUCU ATM presentation
Kelli Ellsworth-Etchison and Angie Ruzinsky, LAFUCU representatives, updated the board on the installment and service/maintenance of an ATM machine at the high school. There is no cost to the district for the machine and LAFUCU is responsible for servicing/maintaining the machine.
- ITEM 10 Technology update
Zach Garner, IT Coordinator, updated the board on the district's technology. The new webpage should be ready to go in September. The Tech department has been very busy this summer updating the wireless internet, installing security cameras throughout the district, and getting the chrome books ready for incoming freshmen.
- ITEM 11 Don Beck – art teacher and building plans
Don Beck, high school principal, updated the board on the status of finding an art teacher for the school year and other building updates.

OLD BUSINESS

There was no old business at this meeting.

NEW BUSINESS

ITEM 12 Discussion of PA 109-116 – increased financial reporting for distressed school districts

Mr. Foster explained that the increased financial reporting is a very minor addition to the forms the district regularly sends to the state.

ITEM 13 Approval of coaching positions

Moved by Ruzinsky, supported by Winans, to approve the following coaches:

- 7th grade volleyball – Chris DeJarlais
- 9th grade volleyball – Becky Lauer
- JV volleyball – Liz Speaks

Motion passed 7-0.

ITEM 14 Approval of child care worker

Moved by Lamb, supported by Winans, to approve Whitney Barnes as a child care worker. Motion passed 7-0.

SUPERINTENDENT COMMENTS

Mr. Foster stated that the City of Perry and the district have signed the contract for the LED sign and the sign should be installed before November.

GENERAL PUBLIC AND CITY COUNCIL REPRESENTATIVE COMMENTS

Terry Wood, city council representative, stated that he is very pleased with the relationship between the city and school district.

ADJOURN

Moved by Ruzinsky, supported by Winans, to adjourn at 8:17 PM. Motion passed 7-0.

Respectfully submitted,

Charles Scovill, Board Secretary

Pam Ryan
Recording Secretary

**Perry Public Schools
General Fund
YTD through August 31, 2015**

Revenues	Approved Amended Budget 2015-2016	Actual YTD August 31, 2015	Remaining Balance September 1, 2015	Percentage Recognized/ Expended *
Local Sources	1,012,865	35,697	977,168	3.52%
State Sources	9,687,231	-	9,687,231	0.00%
Federal Sources	382,151	304	381,847	0.08%
Other Financing Sources	231,220	-	231,220	0.00%
Other Transaction & Transfers	-	-	-	0.00%
Total Revenues	11,313,467	36,001	11,277,466	0.32%
Expenditures				
Instruction	5,016,021	43,024	4,972,997	1%
Special Education	964,879	1,208	963,671	0%
Compensatory Education	448,498	30,196	418,302	7%
Vocational Education	291,950	16,219	275,731	6%
Support Services - Pupil	229,930	2,130	227,800	1%
Improvement of Instruction	136,747	4,913	131,834	4%
Media Centers	57,760	662	57,098	1%
Technology Assisted Instruction	209,836	24,548	185,288	12%
Supervision and Direction of Instr	18,750	3,238	15,512	17%
Board of Education	54,379	8,949	45,430	16%
Executive Administration	216,242	39,823	176,419	18%
Office of the Principal	617,007	30,497	586,510	5%
Fiscal Services	228,940	32,033	196,907	14%
Operation and Maintenance of Plant	1,078,095	147,759	930,336	14%
Transportation	589,554	20,605	568,949	3%
Communication Services	8,300	-	8,300	0%
Staff/Personnel Services	8,150	-	8,150	0%
Non-Instruction Technology	75,778	-	75,778	0%
Pupil Accounting Services	32,454	3,468	28,986	11%
Pupil Activities	255,783	11,401	244,382	4%
Community Activities	141,535	23,625	117,910	17%
Other Transactions	10,000	-	10,000	0%
Total Expenditures	10,690,588	444,299	10,246,288	4.16%
YTD Surplus/(Loss)	622,880	(408,299)		

*Aug YTD percentage

17%

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**Perry Public Schools
Food Service Fund
YTD through August 31, 2015**

Revenues	Approved Amended Budget 2015-2016	Actual YTD August 31, 2015	Remaining Balance September 1, 2015	Percentage Recognized/ Expended
Local Sources	109,308	1	109,307	0.00%
State Sources	24,937	-	24,937	0.00%
Federal Sources	280,200	-	280,200	0.00%
Other Transaction & Transfers	46,135	-	46,135	0.00%
Total Revenues	460,580	1	460,579	0.00%
Expenditures				
Food Service	460,580	6,858	453,722	1.49%
Transfers & Other Transactions	-	-	-	0.00%
Total Expenditures	460,580	6,858	453,722	1.49%
YTD Surplus/(Loss)	-	(6,857)		
 Start-up Funding				

Check Register for Bank Account ID GF CK

From 08/14/2015 to 09/15/2015

From Check First to Last

Check#	Date	Run	Vendor Name	Invoice Description	Amount
017581	08/17/2015	1	008981 MANCINOS	SUBS FOR INTERVIEW COMM.	56.84
017582	08/20/2015	1	002805 GREG HEBDEN	CELL PHONE STIPEND - AUG EQUIPMENT RENTAL	40.00+ 640.20+
CHECK TOTAL					680.20=
017583	08/20/2015	1	001925 THOMAS SIMS	CELL PHONE STIPEND - AUG	40.00
017584	08/20/2015	1	008341 GEORGE GIBSON	CELL PHONE STIPEND - AUG	40.00
017585	08/20/2015	1	008647 ROD ADAIR	CELL PHONE STIPEND - AUG	40.00
017586	08/24/2015	2	000705 MESSA	AUG 2015 PREMIUMS	82,270.72
017587	08/26/2015	1	000695 BYE-MO'R	DUO WHITE PAPER	68.72
017588	08/26/2015	1	009483 CENTER FRO READING AND LEARNING	CLASSES FOR J. LEGACY	630.00
017589	08/26/2015	1	008256 CHRIS EATON	TEST & CERT. BACKFLOW PREV	540.00
017590	08/26/2015	1	008304 CONTRACT PAPER GROUP	PAPER	9,449.70
017591	08/26/2015	1	000675 D & G EQUIPMENT	V-BELT	21.87
017592	08/26/2015	1	000311 FLINN SCIENTIFIC	CLASSROOM SUPPLIES	753.69
017593	08/26/2015	1	008841 HOLLAND BUS CO.	CHECK BUS LIGHT	113.30
017594	08/26/2015	1	004848 LANSING SANITARY SUPPLY	FLOOR FINISH, STRIPPER, PR FLOOR FINISH, CLEANER, ECO	552.55+ 426.68+
CHECK TOTAL					979.23=
017595	08/26/2015	1	008959 MIKE FOSTER	FOOD FOR PRINCIPAL INTERVI FOOD FOR 2ND PRIN. INTERVI	15.77+ 52.62+
CHECK TOTAL					68.39=
017596	08/26/2015	1	006480 MPC	SIDING AND SUPPLIES SIDING	2,144.47+ 24.00+
CHECK TOTAL					2,168.47=
017597	08/26/2015	1	003930 NATIONAL ART & SCHOOL SUPPLIES	CRAYOLA MARKERS, FINE & BO	18.75
017598	08/26/2015	1	002005 PAM RYAN	FOOD FOR PE PRINCIPAL INTE	8.97
017599	08/26/2015	1	007845 PAXTON PATTERSON	NUT DRIVER SET	53.75
017600	08/26/2015	1	000359 SCHOLASTIC INC	CLASSROOM SUPPLIES	106.26
017601	08/26/2015	1	009192 SCHOOL DATEBOOKS	SCHOOL DATEBOOKS	1,671.90
017602	08/26/2015	1	000088 SCHOOL SPECIALTY	ART CLASS SUPPLIES SCHOOL SUPPLIES MARKERBOARD SCHOOL/OFFICE SUPPLIES	932.10+ 922.90+ 161.93+ 617.58+
CHECK TOTAL					2,634.51=
017603	08/26/2015	1	008479 SET INC.	ACA TRACKING AND REPORTING	4,740.00
017604	08/26/2015	1	008645 SHARED SERVICES SOLUTIONS LLC	CONTRACTED BUS MGR/AUGUST	4,150.00
017605	08/26/2015	1	002458 STANDARD STATIONARY SUPPLY CO.	PENCILS, GLUE STICKS, FOLDE	170.03
017606	08/26/2015	1	000352 TRANSPORTATION ACCESSORIES	FIRST AID KIT STEEL CASE LOWER REPAIR BUSHING & PIN	88.57+ 149.27+

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From 08/14/2015 to 09/15/2015

From Check First to Last

Check#	Date	Run	Vendor Name	Invoice Description	Amount
				CHECK TOTAL	237.84=
017607	08/26/2015	1	007208 BADER & SONS CO	BIG MOWER	202.93
017608	08/27/2015	1	008811 COFFIELD OIL COMPANY, INC	GAS FOR TRUCK 288 GAL	602.78
017609	08/27/2015	1	002805 GREG HEBDEN	EQUIPMENT RENTAL	320.10
017610	08/27/2015	1	000021 JOHNNY MAC'S	HEAT INDEX MONITOR	151.80
017611	08/27/2015	1	004643 MHSAA	AD IN-SERVICE UPDATE	52.00
017612	08/27/2015	1	009485 RON HOWARD	SANDBLASTING, WELDING	550.00
017613	08/27/2015	1	007398 UNIVERSITY OF OREGON	SWIS ANNUAL LICENSE	300.00
017614	08/28/2015	2	004633 SHIAWASSEE RESD	SUB REIM, 08/02-08/15/15	2,718.72
				CHECK TOTAL	3,293.44=
017615	09/08/2015	1	000119 CITY OF PERRY	WATER & SEWER - AUGUST	20.66+
				WATER & SEWER - AUGUST	54.64+
				WATER & SEWER - AUGUST	122.40+
				WATER & SEWER - AUGUST	875.19+
				WATER & SEWER - AUGUST	173.38+
				WATER & SEWER - AUGUST	1,066.14+
				WATER & SEWER - AUGUST	108.36+
				WATER & SEWER - AUGUST	63.58+
				WATER & SEWER - AUGUST	53.41+
				WATER & SEWER - AUGUST	588.44+
				WATER & SEWER - AUGUST	167.24+
				CHECK TOTAL	15,598.68=
017616	09/08/2015	1	000028 CONSUMERS ENERGY	HS/MS ELEC JULY/AUGUST	13,068.80+
				LWR PLAYGROUND ELEC JUL/AU	54.04+
				HS/ADMIN GAS JULY/AUGUST	148.85+
				HS GAS JULY/AUGUST	89.10+
				BUS GARAGE ELEC/GAS JUL/AU	190.70+
				PE ELEC JULY/AUGUST	1,655.24+
				MAINTENANCE GARAGE JUL/AUG	69.65+
				TEAM RM ELEC JULY/AUGUST	47.37+
				ATH FIELD ELEC JULY/AUGUST	246.99+
				PE GAS JULY/AUGUST	27.94+
				CHECK TOTAL	79.38=
017617	09/08/2015	1	000576 WAL-MART COMMUNITY	CHILDCARE SUPPLIES	16.64+
				CHILDCARE SUPPLIES	26.27+
				CHILDCARE SUPPLIES	36.47+
				CHECK TOTAL	79.38=
017618	09/10/2015	1	008635 FIRST BANKCARD	PD BOOKS	739.00+
				PD BOOKS	184.75+
				PD BOOKS	406.45+
				CAMERAS	188.00+
				ACER LAPTOP COMPUTER	656.89+
				SALT & VINEGAR (WEED KILL)	21.82+
				COUPLER	15.98+
				ADAPTER	6.79+
				DECALS	51.95+
				WALL MOUNT BRACKET	24.99+

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From 08/14/2015 to 09/15/2015

From Check First to Last

Check#	Date	Run	Vendor Name	Invoice Description	Amount
				AUDIO CABLE, COUPLER	24.98+
				LED TV	229.99+

				CHECK TOTAL	2,551.59=
017619	09/10/2015	1	001072 MSBOA	MSBOA MS MEMBERSHIP FEE	375.00+
				MSBOZ HS MEMBERSHIP FEE	375.00+

				CHECK TOTAL	750.00=
017620	09/10/2015	1	001072 MSBOA	MARCHING BAND REG. FEE	75.00
017621	09/11/2015	1	005974 A PARTS WAREHOUSE	EXECUTIVE MICROPHONE-PA SY	113.10
017622	09/11/2015	1	005641 AMERICAN RENTALS	PORTABLE TOILET RENTAL	125.00+
				PORTABLE TOILET RENTAL	150.00+
				PORTABLE TIOLET RENTAL	77.00+

				CHECK TOTAL	352.00=
017623	09/11/2015	1	007681 ANDERSON AIR CONDITIONING	FIXED BLOWER MOTOR AT PE	1,765.85
017624	09/11/2015	1	000434 CDW.G	EPSON POWERLITE, RAM	1,295.31
017625	09/11/2015	1	007635 CULLIGAN OF LANSING MICHIGAN	MONTHLY TANK CHARGE - SEPT	30.00
017626	09/11/2015	1	000675 D & G EQUIPMENT	BLADES	272.76
017627	09/11/2015	1	000832 DISCOUNT SCHOOL SUPPLY	SUPPLIES	101.81
017628	09/11/2015	1	004521 DON BECK	WOODS SUPPLIES	56.99
017629	09/11/2015	1	005482 EPS/SCHOOL SPECIALTY LITERACY	CLASSROOM SUPPLIES	85.31
017630	09/11/2015	1	009484 FISHER SCIENCE EDUCATION	SCIENCE SUPPLIES	244.95
017631	09/11/2015	1	008341 GEORGE GIBSON	SUMMER ROUTE SET UP	352.50
017632	09/11/2015	1	002805 GREG HEBDEN	LUNCH FOR WORKERS	101.21
017633	09/11/2015	1	003065 HEINEMANN	CLASSROOM SUPPLIES	240.00+
				CLASSROOM SUPPLIES	998.80+

				CHECK TOTAL	1,238.80=
017634	09/11/2015	1	008841 HOLLAND BUS CO.	FILLER CAP	16.24
017635	09/11/2015	1	009310 IXL LEARNING	TEACHING SUPPLIES	4,375.00
017636	09/11/2015	1	009474 KAGAN PUBLISHING	MATH & ALGEBRA	76.00
017637	09/11/2015	1	007450 KARRI LAFEHR	LICENSE RENEWAL	70.00
017638	09/11/2015	1	004848 LANSING SANITARY SUPPLY	SCHOOL SUPPLIES	927.21+
				CLEANING SUPPLIES	559.31+

				CHECK TOTAL	1,486.52=
017639	09/11/2015	1	007305 LEARNING A-Z	RAZ KIDS	299.85
017640	09/11/2015	1	002829 MARGARET SIBLE	CRAYONS FOR SUMMER REV-UP	20.00
017641	09/11/2015	1	000231 MCGRAW-HILL COMPANIES	ALGEBRA 2	11,997.00+
				CLASSROOM SUPPLIES	333.17+
				CLASSROOM SUPPLIES	983.82+
				CLASSROOM SUPPLIES	278.04+
				MATH BOOKS	10,324.77+

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From 08/14/2015 to 09/15/2015

From Check First to Last

Check#	Date	Run	Vendor Name	Invoice Description	Amount
					CHECK TOTAL 23,916.80=
017642	09/11/2015	1	007264 MEDCO SUPPLY COMPANY	ATHLETIC SUPPLIES	48.95
017643	09/11/2015	1	000219 MEDLER ELECTRIC	LIGHTS	576.28+
				LED LINEAR STRIP	359.52+
				FLOUR LAMPS	392.59+
				ELEC BLST	104.00+
					CHECK TOTAL 1,432.39=
017644	09/11/2015	1	004262 MIDWEST AIR FILTER	AIR FILTERS	79.70
017645	09/11/2015	1	000708 MIEM	TITLE IX COMP.TRAIN-FOSTER	155.00+
				TITLE IX COMP.TRAIN-METCAL	155.00+
				TITLE IX COMP.TRAIN-BECK	155.00+
				TITLE IX COMP.TRAIN SCHMID	155.00+
				TITLE IX COMP.TRAIN-STAIRS	155.00+
					CHECK TOTAL 775.00=
017646	09/11/2015	1	000708 MIEM	MI SCHOOL IMP. - METCALF	500.00
017647	09/11/2015	1	007263 MIOTECH SPORTS MEDICINE SUPPLIES	SPORT MEDICAL SUPPLIES	110.06+
				SPORT MEDICAL SUPPLIES	70.00+
				SPORT MEDICAL SUPPLIES	1,498.78+
					CHECK TOTAL 1,678.84=
017648	09/11/2015	1	004808 NELSON TRANE	CONDENSER FAN MOTOR &BLADE	1,704.50
017649	09/11/2015	1	009487 NOBLE INDUSTRIAL SUPPLY CORP	VEHICLE WASH AND WAX	332.88
017650	09/11/2015	1	000118 PERRY AUTOMOTIVE INC	PARTS	10.19+
				PARTS	27.78+
				PARTS	25.74+
				PARTS	24.63+
					CHECK TOTAL 88.34=
017651	09/11/2015	1	008552 PERRY PLUMBING	WATER HEATER ELEMENT	111.12
017652	09/11/2015	1	000133 QUILL CORP	LABELS AND POSTCARD STOCK	28.89
017653	09/11/2015	1	002579 REALLY GOOD STUFF, INC	CLASSROOM SUPPLIES	100.00+
				CLASSROOM SUPPLIES	89.53+
				CLASSROOM SUPPLIES	100.00+
					CHECK TOTAL 289.53=
017654	09/11/2015	1	009481 REDLEAF PRESS	ENCYCLOPEDIA-TODDLER ACTIV	49.85
017655	09/11/2015	1	001966 RIDDELL/ALL AMERICAN SPORTS CORP	SHOULDER PADS	454.65
017656	09/11/2015	1	000134 RIEGLE PRESS INC	2015-17 2-YEAR CALENDARS	128.85
017657	09/11/2015	1	009475 S&S WORLDWIDE	CLASSROOM SUPPLIES	77.85+
				CLASSROOM SUPPLIES	22.15+

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From 08/14/2015 to 09/15/2015

From Check First to Last

Check#	Date	Run	Vendor Name	Invoice Description	Amount
CHECK TOTAL					100.00=
017658	09/11/2015	1	000359 SCHOLASTIC INC	CLASSROOM SUPPLIES	947.45+
				CLASSROOM SUPPLIES	179.81+
CHECK TOTAL					1,127.26=
017659	09/11/2015	1	000088 SCHOOL SPECIALTY	TARDY SLIPS, TRANSFER PADS	116.10+
				CLASSROOM SUPPLIES	75.27+
				FOLDERS	10.96+
				PE ART SUPPLIES	100.00+
				CLASSROOM SUPPLIES	84.29+
				CLASSROOM SUPPLIES	85.48+
CHECK TOTAL					472.10=
017660	09/11/2015	1	003326 STEPS TO LITERACY	CLASSROOM SUPPLIES	26.90
017661	09/11/2015	1	000141 TDS TELECOM	TELEPHONE - SEPTEMBER	645.33+
				TELEPHONE - SEPTEMBER	996.84+
				TELEPHONE - SEPTEMBER	48.86+
				TELEPHONE - SEPTEMBER	4.95+
				TELEPHONE - SEPTEMBER	46.18+
CHECK TOTAL					1,742.16=
017662	09/11/2015	1	000352 TRANSPORTATION ACCESSORIES	NYLON BUSHING	23.77+
				BUS PARTS	72.92+
CHECK TOTAL					96.69=
017663	09/11/2015	1	008210 TRI COUNTY INTERNATIONAL TRUCKS	FILTER	17.77+
				ROTOR	957.12+
				ROTOR	478.56+
				CALHGAS	210.70+
CHECK TOTAL					1,664.15=
017664	09/11/2015	1	002196 WASTE MANAGEMENT	WATE PICKUP FOR SEPTEMBER	972.99
017665	09/11/2015	1	007858 WIN'S ELECTRICAL	FOOTBALL LIGHTS	214.50
017666	09/11/2015	1	009392 WJSZ-FM	RADIO ADVERTISING	660.00
017667	09/11/2015	2	004633 SHIAWASSEE RESD	SUB REIM, 08/16-08/29/15	1,104.48
017668	09/15/2015	1	007208 BADER & SONS CO	BIG MOWER	608.79
017669	09/15/2015	1	003222 TRACTOR SUPPLY COMPANY	WEIGHT ROOM MATT'S	1,590.60
017670	09/15/2015	1	009173 GLAC	LEAGUE DUES	1,500.00
CHECK TOTAL					194,814.67
LESS VOIDS					0.00
GRAND TOTAL					194,814.67

Check Register for Bank Account ID GF CK

From 08/14/2015 to 09/15/2015

From Check First to Last

Check#	Date	Run Vendor Name	Invoice Description	Amount
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Check Summary

Check Status	Count	Amount	Check Type	Count	Amount
Open	90	194,814.67	Computer	90	194,814.67
Cleared			Prepaid		
Void					
Scratch					
TOTAL	90	194,814.67	TOTAL	90	194,814.67

09/16/2015 7:06 am

Perry Schools

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From 08/14/2015 to 09/15/2015

From Check First to Last

Check#	Date	Run	Vendor Name	Invoice Description	Amount
044020	08/20/2015	1	009080 CONKLIN TOURS	CASINO BUS TRIP	775.00
044021	08/27/2015	1	007894 JENNIFER GAUNA	LENS REPLACEMENT	90.00
044022	08/27/2015	1	000021 JOHNNY MAC'S	SHOULDER PADS	720.00+
				SHOULDER PADS	150.00+
CHECK TOTAL					870.00=
044023	08/27/2015	1	009073 MICHIGAN RUNNING FOUNDATION	CROSS COUNTRY MEETS	300.00
044024	08/27/2015	1	008136 OMNI CHEER	CHEER UNIFORMS	1,220.87
044025	08/27/2015	1	002579 REALLY GOOD STUFF, INC	CLASSROOM SUPPLIES	62.89
044026	08/27/2015	1	005955 VARSITY	CHEER SHOES	914.00
044027	08/27/2015	1	009411 BRIAN BEMIS	TEAM GOLF LESSONS	325.00
044028	08/27/2015	1	006956 CHESANING HIGH SCHOOL	ENTRY FEE CHESANING INVIT	270.00
044029	08/27/2015	1	000194 DELUX TROPHIES & AWARDS	TROPHIES & MEDALS	297.00+
				TROPHIES & MEDALS	121.00+
CHECK TOTAL					418.00=
044030	08/27/2015	1	001045 GLENBRIER GOLF COURSE	COURSE FEES JUDSON SCRAMBL	1,462.00
044031	08/27/2015	1	002581 JENNIFER BECK	REIM FOR CAFE SUPPLIES	138.87+
				REIM FOR CAFE SUPPLIES	214.16+
CHECK TOTAL					353.03=
044032	08/27/2015	1	008083 PORTLAND HIGH SCHOOL	ENTRY FEE PORTLAND INVITE	175.00
044033	08/27/2015	1	000990 THE SHIRTSMITH	(2) TRAM GOLF SHIRTS	70.00
044034	08/28/2015	1	009473 TEAM SPORTS IN.	FOOTBALL UNIFORMS	2,736.00+
				FOOTBALL UNIFORMS	275.00+
				FOOTBALL UNIFORMS	8,224.00+
CHECK TOTAL					11,235.00=
044035	09/10/2015	1	008635 FIRST BANKCARD	CAFE SUPPLIES	97.32+
				CAFE SUPPLIES	29.79+
				CAFE SUPPLIES	29.79+
				CAFE SUPPLIES	45.99+
				CAFE SUPPLIES	31.78+
				CAFE SUPPLIES	51.80+
				CAFE SUPPLIES	23.96+
				CAFE SUPPLIES	243.24+
				CAFE SUPPLIES	10.49+
				CAMERAS	282.00+
CHECK TOTAL					846.16=
044036	09/11/2015	1	004521 DON BECK	SUPPLIES	134.83
044037	09/11/2015	1	002805 GREG HEBDEN	MUFFINS AND ICE	24.94
044038	09/11/2015	1	000021 JOHNNY MAC'S	POLO'S	480.00
044039	09/11/2015	1	002073 ORIENTAL TRADING CO., INC.	POM POMS, MEGAPHONES	53.96

Check Register for Bank Account ID ACTIVI

From 08/14/2015 to 09/15/2015

From Check First to Last

Check#	Date	Run	Vendor Name	Invoice Description	Amount
044040	09/11/2015	1	002579 REALLY GOOD STUFF, INC	CLASSROOM SUPPLIES	75.40+
				CLASSROOM SUPPLIES	84.58+
				CLASSROOM SUPPLEIS	50.83+
				CLASSROOM SUPPLIES	72.62+
				CLASSROOM SUPPLIES	73.32+
				CLASSROOM SUPPLIES	88.02+
CHECK TOTAL					444.77=
044041	09/11/2015	1	009475 S&S WORLDWIDE	CLASSROOM SUPPLIES	110.24
044042	09/11/2015	1	000088 SCHOOL SPECIALTY	PE ART SUPPLIES	73.28+
				CLASSROOM SUPPLIES	93.38+
CHECK TOTAL					166.66=
CHECK TOTAL					20,802.35
LESS VOIDS					0.00
GRAND TOTAL					20,802.35

Check Summary

Check Status	Count	Amount	Check Type	Count	Amount
Open	23	20,802.35	Computer	23	20,802.35
Cleared			Prepaid		
Void					
Scratch					
TOTAL		23	20,802.35	TOTAL	
				23	20,802.35

09/16/2015 7:05 am

Perry Schools

Page: 1

Check Register for Bank Account ID LUNCH

From 08/14/2015 to 09/15/2015

From Check First to Last

Check#	Date	Run	Vendor Name	Invoice Description	Amount
008007	08/26/2015	1	008304 CONTRACT PAPER GROUP	PAPER	242.30
008008	09/08/2015	1	000576 WAL-MART COMMUNITY	CACFP	140.22+
				CACFP	205.88+
				CACFP	153.62+
				CACFP	17.17+
CHECK TOTAL					516.89=
008009	09/11/2015	1	000146 SNYDERS IGA	CACFP	11.96+
				CACFP	20.24+
				CACFP	8.97+
				CACFP	39.00+
				CACFP	21.20+
				DISCOUNT	10.14-
CHECK TOTAL					91.23=
CHECK TOTAL					850.42
LESS VOIDS					0.00
GRAND TOTAL					850.42

Check Summary

Check Status	Count	Amount	Check Type	Count	Amount
Open	3	850.42	Computer	3	850.42
Cleared			Prepaid		
Void					
Scratch					
TOTAL		3	850.42	TOTAL	
				3	850.42

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into between Perry Public Schools, a _____, with a mailing address 2265 West Britton Road of Perry MI 48872 (hereinafter "**Landlord**") and Skyway Towers, LLC, a Delaware limited liability company, with a mailing address of 3637 Madaca Lane, Tampa, FL 33618 (hereinafter "**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at _____, in the County of _____, State of Michigan, (collectively, the "**Property**"). Tenant desires to use a portion of the **Property** to develop a wireless cellular tower facility. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE

(a) Landlord grants to Tenant an option (the "**Option**") to lease the Leased Premises, as defined below, on the Property, the dimensions of which are approximately L100 ft X W100 ft (square feet), including all the air space above said Leased Premises, together with a non-exclusive, unimpaired ingress/egress Easement, as defined below, for Tenant's use to and from the nearest public right-of-way along the Property (collectively, the "**Leased Premises**") as described on the attached **Exhibit 1**. The Property owned by the Landlord is legally described on **Exhibit 2** attached hereto.

(b) During the Option period and any extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property and Leased Premises to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Leased Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property and Leased Premises, the environmental history, Landlord's title to the Property and Leased Premises and feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property and Leased Premises, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's tests.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of One Thousand and No/100 Dollars (\$1000.00) (the "**Option Fee**") within thirty (30) business days of the Effective Date. The Option will be for an initial term of two (2) years commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for

an additional two (2) years upon written notification to Landlord and the payment of an additional One Thousand and No/100 Dollars (~~\$1000.00~~) prior to the expiration date of the Initial Option Term. Landlord agrees that the Option Fee and any additional Option Fee shall be applied to Rent upon the Commencement Date of this Agreement.

(d) The Option may be sold, assigned or transferred at any time by Tenant upon notice to Landlord. Provided that buyer, assignee, or transferee agrees to be subject to the terms hereof, then from and after the date the Option has been sold, assigned or transferred by Tenant, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Initial Option Term or any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Leased Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Initial Option Term or any extension thereof, or during the term of this Agreement if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Leased Premises, Property or any of the Landlord's contiguous, adjoining or surrounding parcel or tract (the "**Surrounding Parcel**"), or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Any sale of the Property or Surrounding Parcel shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the Initial Option Term or any extension thereof, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate, impose or consent to any change in the zoning of the Leased Premises, Property or Surrounding Parcel or impose or consent to any other restriction that would prevent or limit Tenant from using the Leased Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

2. PERMITTED USE

(a) Tenant desires to erect a wireless communications tower and other related improvements (collectively the "**Communications Tower Facility**" or "**Tower**") on the Leased Premises. The Property on which the Leased Premises sits is legally described on **Exhibit 2** attached to this Agreement and made a part hereof (the "**Property**"). Tenant will install wireless communication systems and sublease or license the right to transmit and receive communications signals to and from the Tower. Tenant may also construct buildings or cabinets on the Leased Premises to house equipment, with standard and emergency electrical provisions in and to the buildings or cabinets, together with the right to run columns, supports and foundations from the air space to, on and into the land below and attached and incorporated as though fully here set forth, for the support of the building(s) that Tenant agrees to allow subtenant to erect for their use. The buildings or cabinets and the base of the tower will be fenced with chain link and barbed wire, or other fence type as determined by Tenant or the respective governmental jurisdiction, for security at Tenant's expense.

(b) A non-exclusive, unimpaired easement and right-of-way for ingress and egress from public roads, on foot or motor vehicle (the "**Easement**"), as shown on the attached sketch on Exhibit 1, to the Communications Tower Facility and related real property for twenty-four (24) hours per day, seven days per week over and across Landlord's Property from an adjacent public right-of-way for the purpose of providing Tenant and its subtenants with a right to cross, and means of reasonable ingress and egress, including temporary parking of vehicles and equipment, to and from the Communication Tower Facility to install, maintain, repair, operate, service, replace and remove the Tower and associated equipment and

buildings, utility wires, poles, cables, conduits, and pipes, and to provide utilities to Tenant's equipment on the Leased Premises.

(c) Should Tenant elect to construct a guyed tower, Landlord shall provide easements upon Landlord's Property for guy wire anchors, in three (3) directions 120 degrees apart and more particularly described in a survey (to be furnished on completion of construction of the Tower); and

(d) A non-exclusive, unimpaired utility easement and right-of-way, in, over and across the Property, for the purposes of providing Tenant with a right (and means of ingress and egress to) to install, maintain, repair, operate, service, replace and remove utility wires, poles, cables, conduits, and pipes, so as to provide utilities to the Tenant's Communications Tower Facility, to include a thirty (30) foot ingress and egress utility easement, as shown on the attached sketch on **Exhibit 1**, attached hereto and made a part hereof (the "**Utility Easement**").

(e) A non-exclusive, unimpaired landscape easement for the purposes of providing Tenant with a right to install vegetation and screening around the Leased Premises as necessary to meet the applicable landscaping and buffering requirements of the respective governing jurisdiction's regulations, statutes, codes, ordinances and/or conditions of approval; if and when such placement should ever be required (the "**Landscape Easement**").

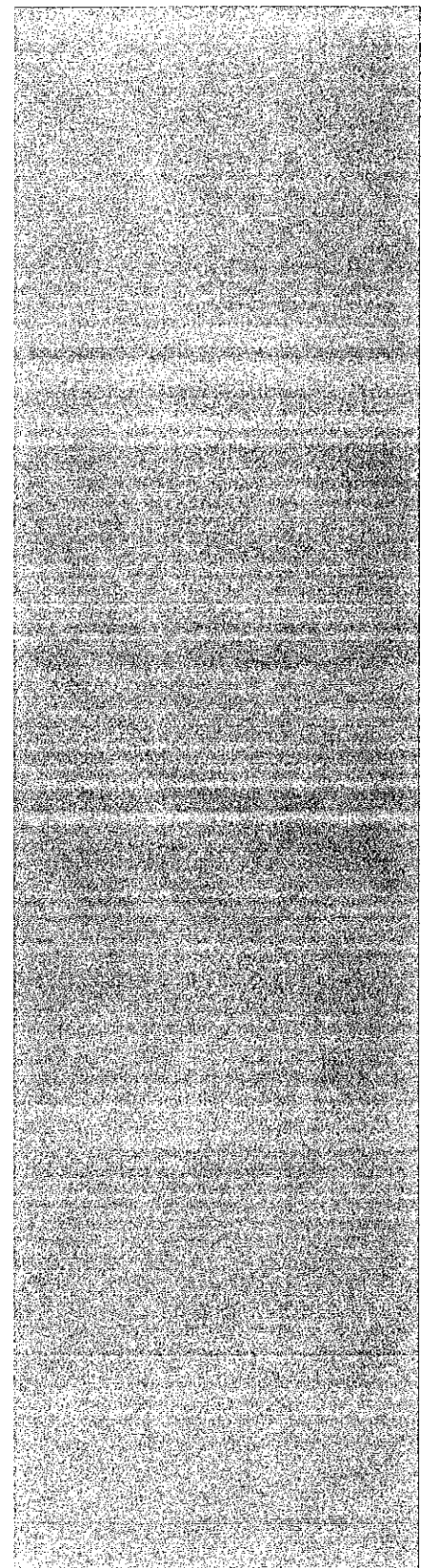
(f) In addition to the foregoing, Tenant, its assigns, agents and contractors, are granted the right, at Tenant's sole cost and expense, to enter upon the Property and conduct studies as Tenant deems necessary to determine the suitability of the Property for Tenant's intended use. These studies may include, without limitation surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests, and other analyses and studies. Landlord shall cooperate with Tenant and execute and deliver all documents required to permit Tenant's intended use of the Property in compliance with zoning, land use, building and any other necessary regulations, whether local, state, or federal in nature; and

(g) Tenant shall have the right to assign all or part of the Utility Easement to successors and assignees, as necessary, including any utility providers, for the purpose of providing electric, telephone and other utilities to the Leased Premises, which shall include unlimited ingress and egress to the utility provider across the Property to install, maintain, repair, operate, service, replace and remove such utilities. Landlord agrees to execute and record a separate utility easement between Landlord and any such utility provider, if such recorded easement is required by the utility provider; and

(h) Landlord warrants that it has title to the Property, and no other person or corporation has the right to lease the same for the term and the renewals thereof granted by this Agreement. Landlord further covenants that Tenant, upon the payment of the rents herein, and the performance of all the conditions herein, shall have the peaceful and quiet possession of the Leased Premises, without hindrance on the part of the Landlord or any person or persons claiming by, through or under the Landlord, for the Term, as defined below, herein leased, except that Landlord may cultivate the remainder of the Property as long as it does not unreasonably interfere with Tenant's use of the Leased Premises.

3. **TERM**

(a) The initial term of this Agreement will be five (5) years (the "**Initial Term**") commencing on the first day of the month following the date Tenant commences excavation for the construction of the tower foundation on the Property (the "**Commencement Date**"), unless otherwise terminated as provided in Paragraph 13 herein.



(b) Tenant shall have the right to renew this Agreement for five (5) successive five (5) year periods (the "Renewal Terms"), on the same terms and conditions as set forth herein.

(c) This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Landlord of its intention not to renew prior to the commencement of the succeeding Renewal Term, on or before three (3) months before the end of the Agreement term or renewal.

(d) The Initial Term and any Renewal Terms shall collectively be referred to as the "Term".

4. RENT

(a) Within fifteen (15) days after the Commencement Date, and on the first day of each month thereafter during the Term of this Agreement, Tenant covenants and promises to pay to Landlord as rent for the Leased Premises, Twelve Thousand and No/100 Dollars (\$12,000.00), yearly with said payment being paid in advance in monthly payments of One Thousand and No/100 Dollars (\$1000.00), plus applicable sales taxes (if any) ("Rent").

As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9 upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

Tenant shall pay Rent by electronic funds transfer and Landlord agrees to provide to Tenant bank routing information for such purpose upon request of Tenant.

(b) A commencement signing bonus of Three Thousand and No/100 Dollars (\$3000.00) shall be paid to Landlord in an immediate lump sum payment when the commencement of construction at the proposed site begins.

(cb) Landlord and Tenant agree that within twelve (12) months of the Commencement Date of this Agreement, Tenant shall offer Landlord an immediate lump sum payment in exchange for a perpetual easement, subject to any title issues, the terms of which will then replace this Agreement as the operable document governing the terms between Landlord and Tenant. The decision whether to accept or reject such an offer will be solely within the absolute discretion of Landlord.

5. APPROVALS

(a) Landlord agrees that Tenant's ability to use the Leased Premises is contingent upon the suitability of the Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results that the condition of the Property is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to the Landlord.

6. USE AND MAINTENANCE During the Term of this Agreement:

(a) Tenant will keep the Leased Premises in reasonably the same condition as they are at the Commencement Date, except Tenant may erect its Communications Tower Facility on the Leased Premises together with any buildings, foundations, or appurtenances thereto.

(b) Tenant will be responsible directly to the servicing entities for all utilities required by Tenant's use of the Leased Premises, however, Landlord shall cooperate with Tenant to obtain utilities from any location provided by the servicing utility.

(c) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Leased Premises.

(d) Tenant will permit the Landlord at reasonable times on reasonable notice to enter on, inspect, and examine the Leased Premises from time to time.

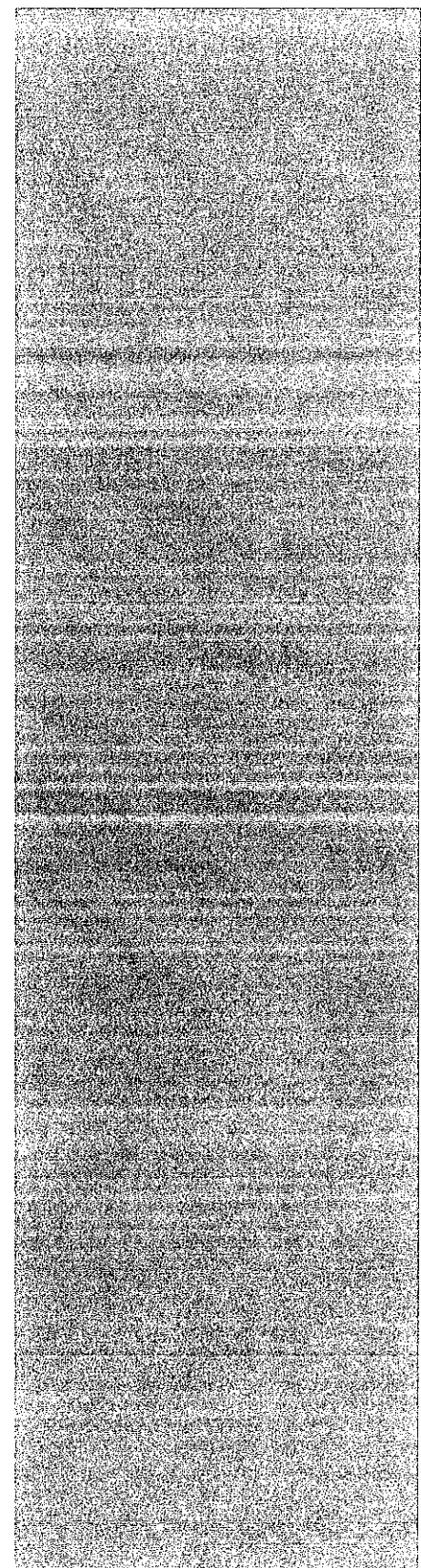
(e) Landlord will maintain and repair the Property and access thereto and all areas of the Leased Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(f) Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

7. WAIVER OF LANDLORD'S LIEN Landlord waives any lien rights it may have concerning Tenant's Communications Tower Facility installed on the Leased Premises, which are hereby deemed Tenant's personal property and not fixtures, and Tenant shall have the right to remove the same at any time without Landlord's consent.

8. DEBT SECURITY Title to Tenant's Communications Tower Facility, shelter and other equipment on the Tower and Leased Premises ("Tenant Facilities") shall be held by Tenant. All Tenant Facilities shall remain Tenant's personal property and are not fixtures. Tenant has the right to remove all Tenant Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided Tenant repairs any damage to the Leased Premises caused by such removal. Landlord waives any lien rights it may have concerning the Tenant Facilities. Landlord acknowledges that Tenant may now or in the future enter into financing arrangements with financing entities for the financing of the Tenant Facilities (the "Collateral") with a third party financing entity. In connection therewith, Landlord (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings ("Landlord Consents").

Landlord acknowledges that Tenant has or will enter into certain financial arrangements with certain financial institutions as administrative agents for itself and various other lenders (the "Lenders"), also collectively referred to as "Mortgagee" and in connection therewith the Lenders will take a security interest in the Tenant Facilities and proceeds thereof (collectively the "Collateral") to be installed upon the Leased Premises. Landlord acknowledges and represents that the Landlord Consents shall inure to the benefit of Tenant, the Lenders and any replacement or refinancing Lenders and their successors and assigns for so long as the Agreement remains in effect.



Notwithstanding anything to the contrary contained in this Agreement, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without Landlord's consent Tenant's interest in this Agreement to any financing entity, or agent on behalf of any financing entity (hereafter, collectively referred to as "Mortgagees") to whom Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. Tenant shall give written notice to Landlord of any such assignment, mortgage, pledge or transfer of Tenant's interest in this Agreement.

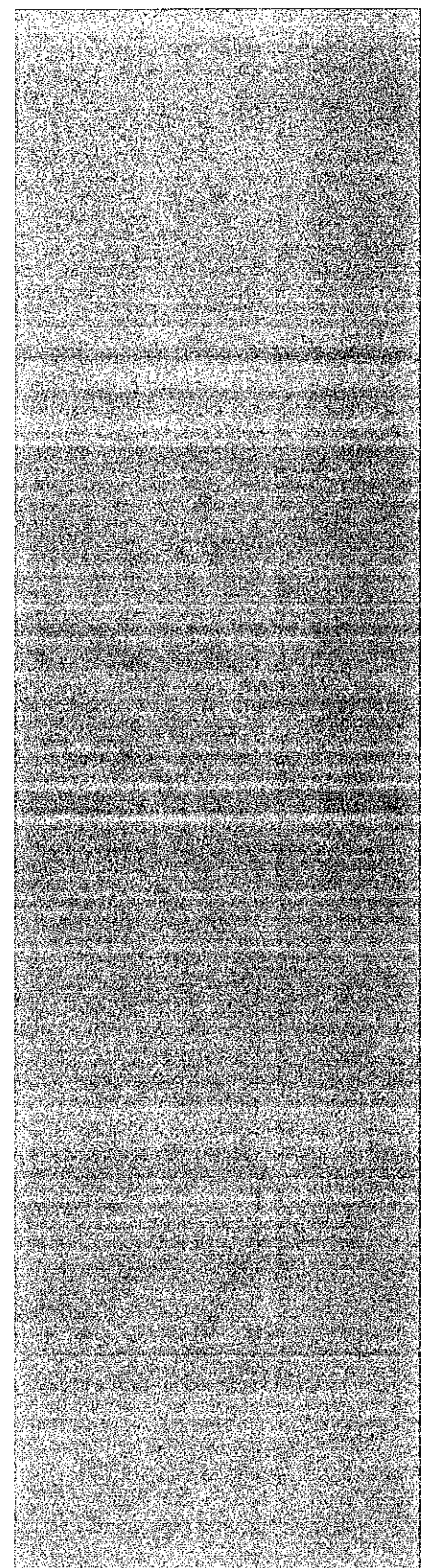
Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant, except that a cure period for any Mortgagee shall not be less than ten (10) days after the receipt of the default notice. If a termination, disaffirmance or rejection of the Agreement by Tenant pursuant to any laws (including any bankruptcy or insolvency laws) shall occur, or if Landlord shall terminate this Agreement for any reason, Landlord will give to the Mortgagees the right to enter upon the Premises during a ninety (90) day period commencing upon the Mortgagees' receipt of such notice for the purpose of removing Tenant's Facilities. Landlord acknowledges that any Mortgagees shall be third-party beneficiaries of this Agreement, and no amendments or changes may be made to this Section of the Agreement without the written consent of the Mortgagees.

9. INSURANCE AND LIABILITY Tenant will maintain in full force and effect during the full term of this Agreement insurance in the amount of not less than \$1,000,000.00 for bodily injury and property damage per occurrence with Tenant and Landlord as insured parties, as their respective interests may appear, covering the risks generally specified in a public liability insurance policy. Tenant shall indemnify and hold Landlord harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Property by Tenant, its employees or agents, except such liabilities and losses that are due to or caused by the acts or omissions of Landlord, or its employees or agents. Landlord shall indemnify and hold Tenant harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Property by Landlord, or its employees or agents, except such liabilities and losses that are due or caused by the acts or omissions of Tenant, or its employees or agents.

10. MORTGAGES Landlord shall pay when due all payments on any mortgage secured by the Property in accordance with the terms of the mortgage. Mortgages executed by Landlord after this Agreement secured by the Property shall be expressly made subject to this Agreement so that Tenant shall not be affected by a foreclosure of any such mortgage.

11. INDEMNITY Landlord and Tenant each indemnify the other against, and hold the other harmless from any and all costs (including mediation, attorney fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of the breach of this Agreement by the indemnifying party.

12. HAZARDOUS SUBSTANCES Landlord has no knowledge of any substance, chemical, or waste on, under, or around the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law, ordinance, rule or regulation ("**Hazardous Substances**"). Landlord shall hold Tenant harmless from and indemnify Tenant against any damage, loss, expense, response costs, or liability, including consultants' fees and any legal and court costs and attorneys' fees resulting from the presence of Hazardous Substances being generated, stored, disposed of, on, transported to, on, under, or around the Property as long as the Hazardous Substances were not generated, stored, disposed of, or transported by Tenant, its employees, agents, or contractors. This paragraph shall survive the expiration or termination of this Agreement.



13. **DEFAULT AND TERMINATION** Subject to Paragraph 11, this Agreement may be terminated prior to the expiration of the Initial Term or any Renewal Terms without further liability, by providing no less than thirty (30) days prior written notice, for the following reasons:

(a) By either party upon a default of any covenant or term hereof by the other party, which default is not cured within such thirty (30) day period; or

(b) By Tenant if Tenant does not or cannot obtain or maintain any license, permit or other approval necessary for the construction and operation of Tenant's Communications Tower Facility; or

(c) If Tenant is unable to occupy and utilize the Leased Premises due to an action of the FCC, including but not limited to, a take back of channels or change in frequencies; or

(d) By Tenant if Tenant determines that the Leased Premises is not appropriate for its operations, for economic or technological reasons, including without limitation, signal interference; or

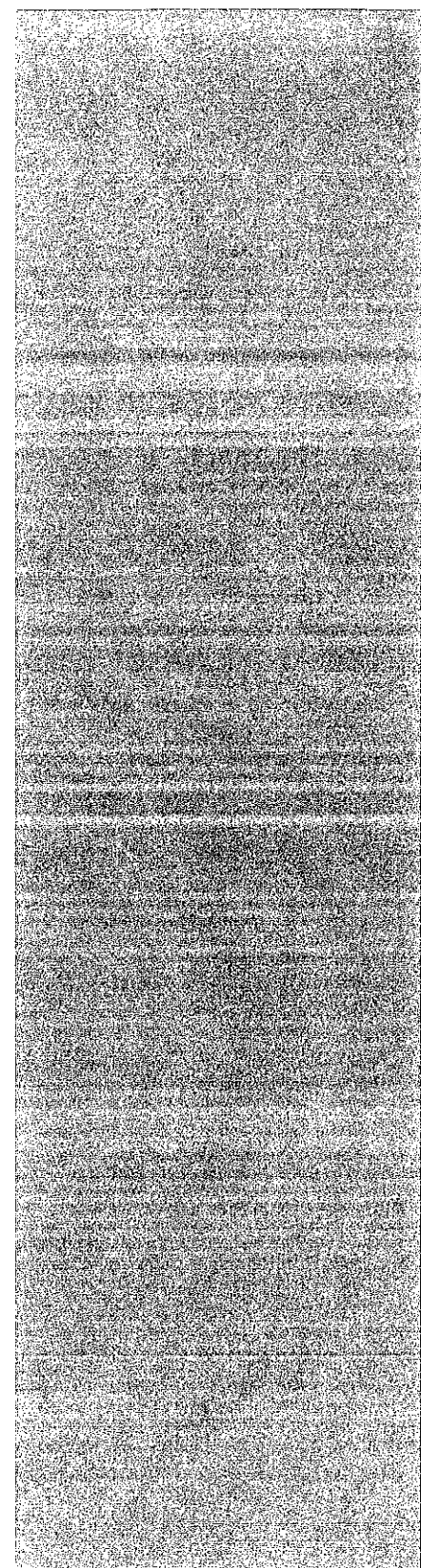
(e) The filing of bankruptcy or receivership by either party shall be a default upon the terms of this Agreement, and such party shall not have any period to correct the default.

(f) On termination of this Agreement, Tenant shall retain the option, at its sole discretion, to remove all or any portion of the Communications Tower Facility from the Leased Premises. Landlord covenants and agrees that no part of the Communications Tower Facility constructed, erected or placed on the Leased Premises by Tenant will become, or be considered as being affixed to or a part of, the Property. All improvements by Tenant on the Leased Premises will be and remain the property of the Tenant and may be removed by the Tenant, at Tenant's sole discretion, at any time during the Term.

14. **ASSIGNMENT OF LEASE OR PROPERTY** Tenant may assign, mortgage, or transfer this Agreement, in whole or in part by assignment or sublease, without the prior written consent of Landlord. This shall include leasing or subletting to others the right to transmit and receive communications signals by way of equipment on or attached to the Tower and/or the right to add or install equipment and/or buildings on the Leased Premises, together with rights of ingress and egress. Landlord may assign or otherwise transfer this Agreement, upon written notice to Tenant, except any assignment, conveyance or transfer of this Agreement, which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Property, shall require the prior written consent of Tenant, which may be withheld in Tenant's sole discretion as more fully described in Paragraph 16. Upon assignment, including any assignment requiring Tenant's consent, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Agreement and all obligations hereunder. Tenant's right to consent or not to consent to any transfer which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Property is a continuing right in favor of Tenant and cannot be extinguished by Tenant's consent or non-consent on one or more occasion. For purposes of this paragraph, any assignment, transfer, bequest or devise of Landlord's interest in the Property or this Agreement as a result of the death of Landlord, whether by will or intestate succession, or any conveyance to Landlord's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not require Tenant's written consent.

15. **SALE OF PROPERTY**

(a) Landlord shall not be prohibited from the selling, leasing or using any of the Property except as provided below.



(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event the Property is transferred, the new Landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in Rent to the new Landlord.

(c) The provisions of this Section shall in no way limit or impair the obligations of the Landlord under this Agreement

16. RIGHT OF FIRST REFUSAL/RENTAL STREAM OFFER If at any time after the date of this Agreement, Landlord receives a bona fide written offer for an instrument of sale, easement, loan, or other legal document, from a third party seeking an assignment and/or transfer of the revenue rental stream associated with this Agreement ("Rental Stream Offer"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within Twenty (20) days after it receives such copy and representation, to agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the Twenty (20) day period, Landlord may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Tenant fails or decides not to exercise such right, the right to match any Rental Stream Offer shall continue as to all new owners and offers.

17. TITLE TO PERSONAL PROPERTY Title to the Communications Tower Facility, and ownership thereof, its appurtenances and equipment, shall remain with and be in the name of the Tenant. If this Agreement shall terminate or expire, Tenant retains the right to remove the Communications Tower Facility in accordance with Section 13(f).

18. NOTICES All notices under this Agreement must be in writing and shall be deemed validly given if and when sent by confirmed facsimile transmission, overnight express mail services or by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to TENANT:

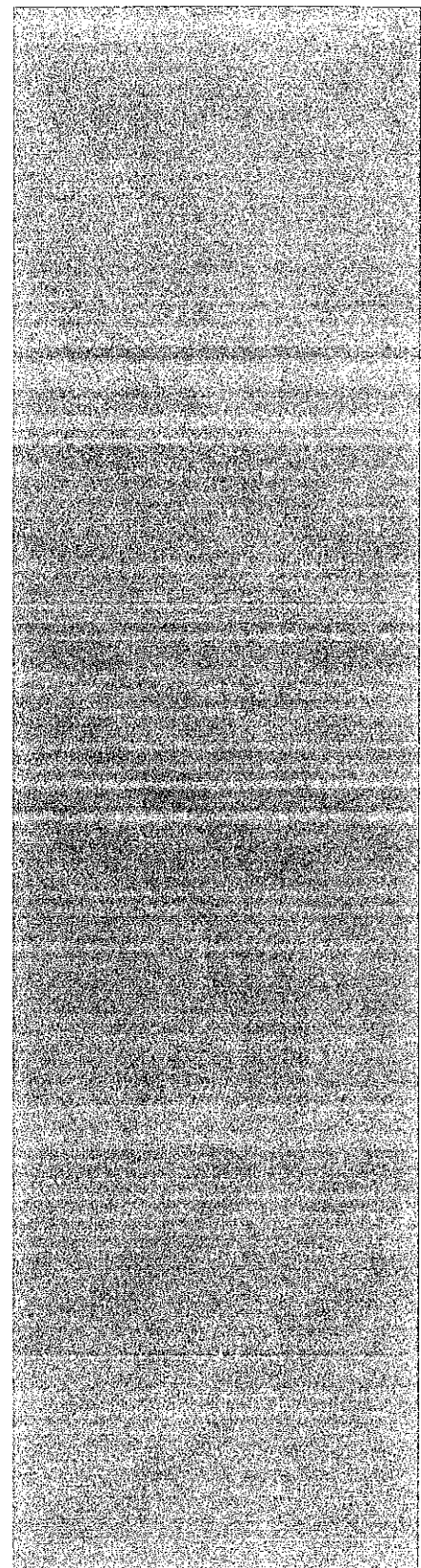
Skyway Towers, LLC
3637 Madaca Lane
Tampa, FL 33618
ATTN: Property Management-Site Id: _____
Phone No.: (813) 960-6200
Fax No.: (813) 960-6210

If to LANDLORD:

(Street address only)

ATTN: _____
Phone No.: _____

Skyway Site Id: MI-_____



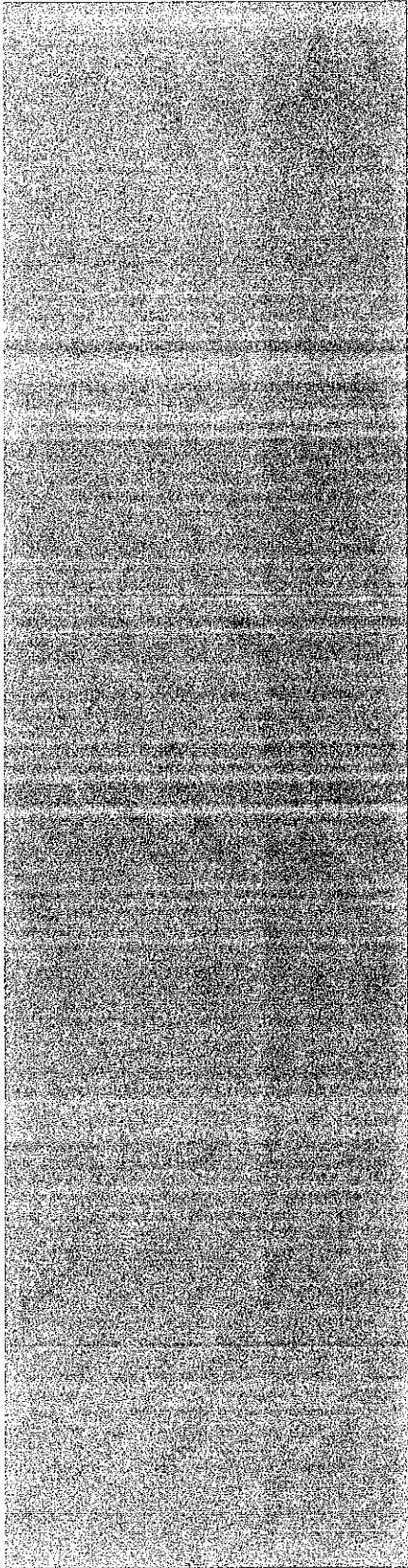
19. **SEVERABILITY** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal, or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party thereto.

20. **CONDEMNATION/EMINENT DOMAIN** In the event Landlord receives notification of any eminent domain or condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty eight (48) hours. If a taking or condemning authority takes the entire Property, or a portion sufficient, in Tenant's sole determination, to render the Property unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the taking or condemning authority. The parties will each be entitled to pursue their own separate awards in the eminent domain or condemnation proceeds, which for Tenant will include, where applicable, the value of its Communications Tower Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

21. **CASUALTY** Landlord will provide notice to Tenant of any casualty affecting the Property or Leased Premises within forty-eight (48) hours of the casualty. If any part of the Communications Tower Facility or Property is damaged by fire or other casualty so as to render the Property unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Tower Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to secure a replacement location or the reconstruction of the Communications Tower Facility is completed.

22. **TAXES** Landlord shall be responsible for payment of all ad valorem taxes levied upon the Property, Leased Premises, improvements and other property of Landlord. In the event Landlord fails to pay any such taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from the Rent amounts due under this Agreement. Tenant shall be responsible for payment of all documented increases in personal property, real estate taxes and assessments directly attributable to the Communications Tower Facility, only for so long as this Agreement remains in effect. Landlord shall provide Tenant with copies of all assessment notices on or including the Communications Tower Facility immediately upon receipt, but in no event less than seven (7) business days after receipt by Landlord. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for taxes due for the year covered by the assessment. Tenant shall have the right to contest, in good faith, the validity or the amount of any personal property tax or assessment levied against the Leased Property by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Communications Tower Facility. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.

23. **TEMPORARY ANTENNA FACILITIES** Upon full execution of this Agreement, Tenant and its successors, sublessees and assigns, shall have the right to install, operate and maintain on the



Property, at Tenant's sole discretion, temporary antenna facilities or a cell on wheels (collectively, herein referred to as "COW"). Tenant and its successors, sublessees and assigns shall have the right to install, operate or maintain a COW during initial construction of the Communications Tower Facility and, as required, upon any repair, modifications, maintenance or additions to the Communications Tower Facility, including, but not limited to, damage to the Communications Tower Facility caused by natural disaster or sabotage, throughout the Term of this Agreement. Any COW placed on the premises, in accordance with this Paragraph 23, will be in place only for so long as the Communications Tower Facility is not fully operational.

24. OTHER TELECOMMUNICATIONS TOWERS Landlord agrees that Landlord, with respect to property owned or controlled by Landlord, shall not operate, acquire, or engage in the operation or construction of a telecommunications tower or allow any third party to operate, acquire, or engage in the operation or construction of a telecommunications tower so as to directly or indirectly engage in any similar or competing business of Tenant within a radius of two (2) miles from the outside boundary of the Communications Tower Facility during the Terms of this Agreement. In the event Landlord is presented with a legitimate written offer to lease land to a similar or competing business of Tenant, Landlord agrees to provide Tenant with a right to match the terms of such written offer to lease or purchase ground space and build a Communications Tower Facility on any other property owned by Landlord. Landlord shall give Tenant written notice of its intent to accept a legitimate written offer with the specific terms of any such offer to lease or purchase ground space, and Tenant shall give written notice of Tenant's intent to exercise or not exercise its right of first refusal within sixty (60) days thereafter.

25. MISCELLANEOUS The parties hereto mutually covenant and agree as follows:

(a) This Agreement contains and embraces the entire agreement between the parties, and neither it, nor any part of it may be changed, altered, modified, limited or extended, orally or by any agreement between the parties, unless such agreement be expressed in writing, signed and acknowledged by the Landlord and the Tenant, or their successors in interest. If any term, clause or provision of this Agreement shall be judged to be invalid, the validity of any other clause or provision of this Agreement shall not be affected thereby.

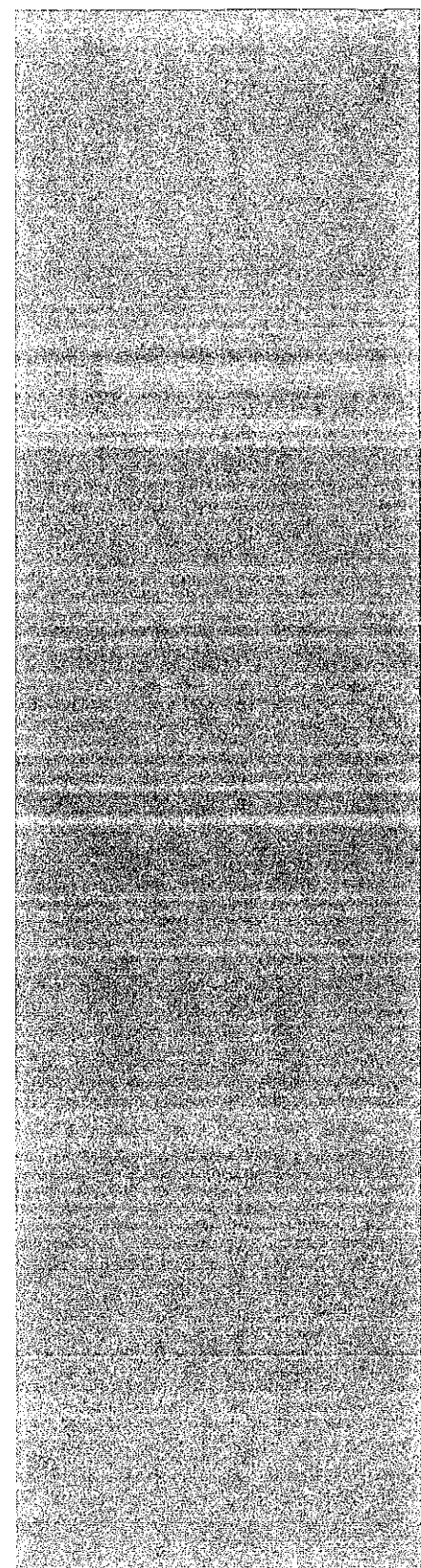
(b) Landlord agrees to execute a Memorandum of this Agreement which Tenant may record with the appropriate recording officer.

(c) Tenant's obligations under this Agreement are contingent upon obtaining a satisfactory non-disturbance agreement from any mortgagee or other lienor. If a satisfactory non-disturbance agreement is not obtained, then at Tenant's option, all prepaid rent and deposits shall be returned to Tenant, and Tenant may terminate this Agreement by written notice to Landlord without further liability whatsoever.

(d) This Agreement and all the covenants and agreements herein contained shall extend to, bind and run in favor of the heirs, personal representatives, successors and assigns, of the parties hereto.

(e) This Agreement will be governed by the laws of the state in which the Property is located, without regard to conflicts of law.

(f) The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Property based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgement, and delivery hereof by Landlord and Tenant.



IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

WITNESSES:

"LANDLORD"

Print Name: _____

By: _____

Print Name: _____

Its: _____

Print Name: _____

Date: _____

WITNESSES:

"TENANT"

Skyway Towers, LLC,
a Delaware limited liability company

Print Name: _____

By: _____

Print Name: Scott M. Behuniak

Its: President / COO

Print Name: _____

Date: _____

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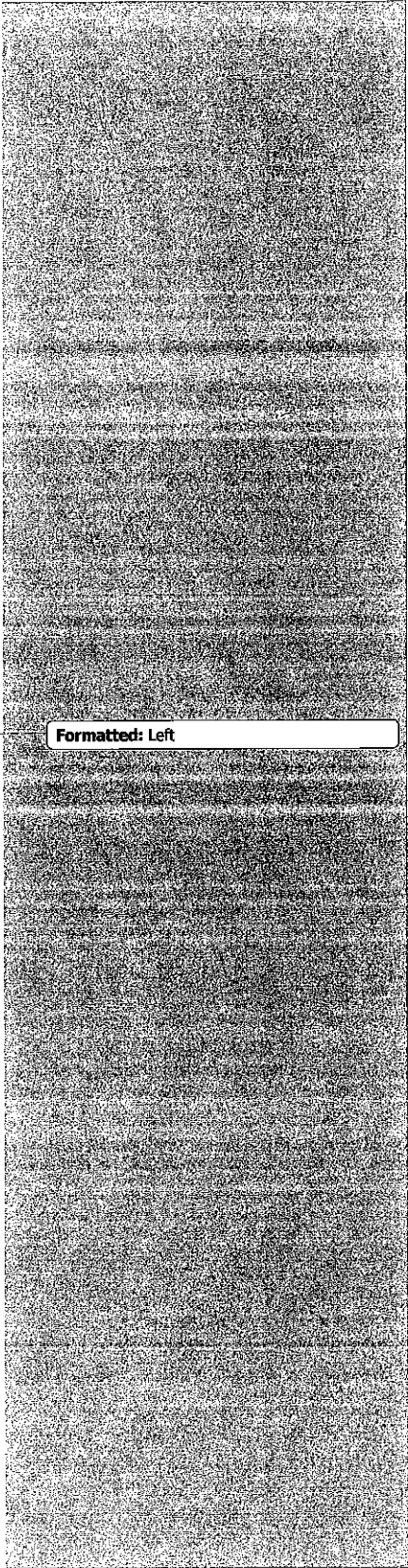
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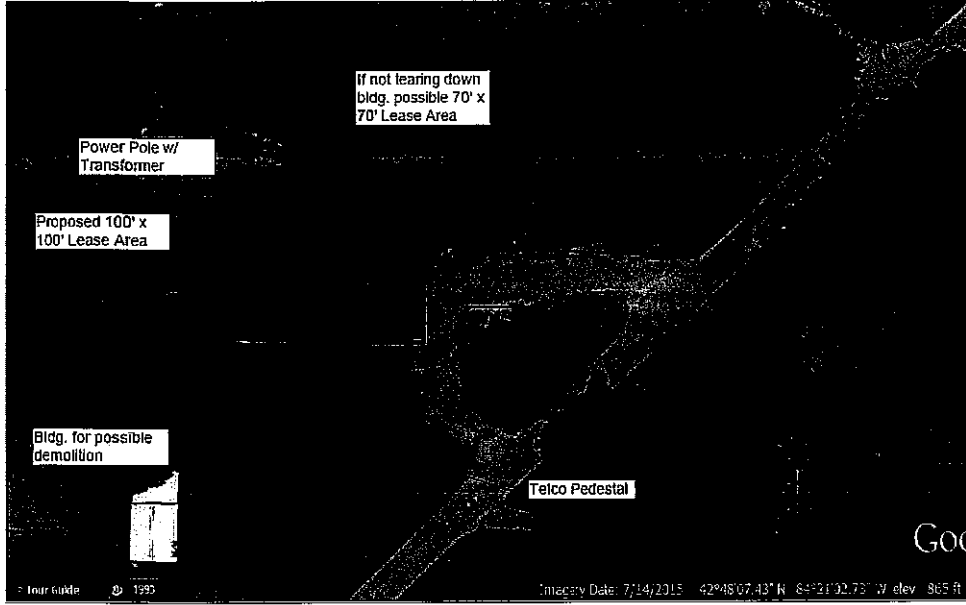
EXHIBIT 1

DESCRIPTION OF LEASED PREMISES

The Leased Premises is 100 feet by 100 feet (10,000 square feet) along with required easements, as more particularly described and depicted in the attached legal description and/or sketch:

[INSERT SKETCH & LEGAL DESCRIPTION TO FOLLOW UPON COMPLETION OF SURVEY]





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Notes:

1. This Exhibit may be replaced by a legal description and land survey and/or construction drawings of the Leased Premises once received by Tenant.
2. Any setback of the Leased Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of the access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The Communications Tower Facility is illustrative only. Actual tower type will be shown on the construction drawings.

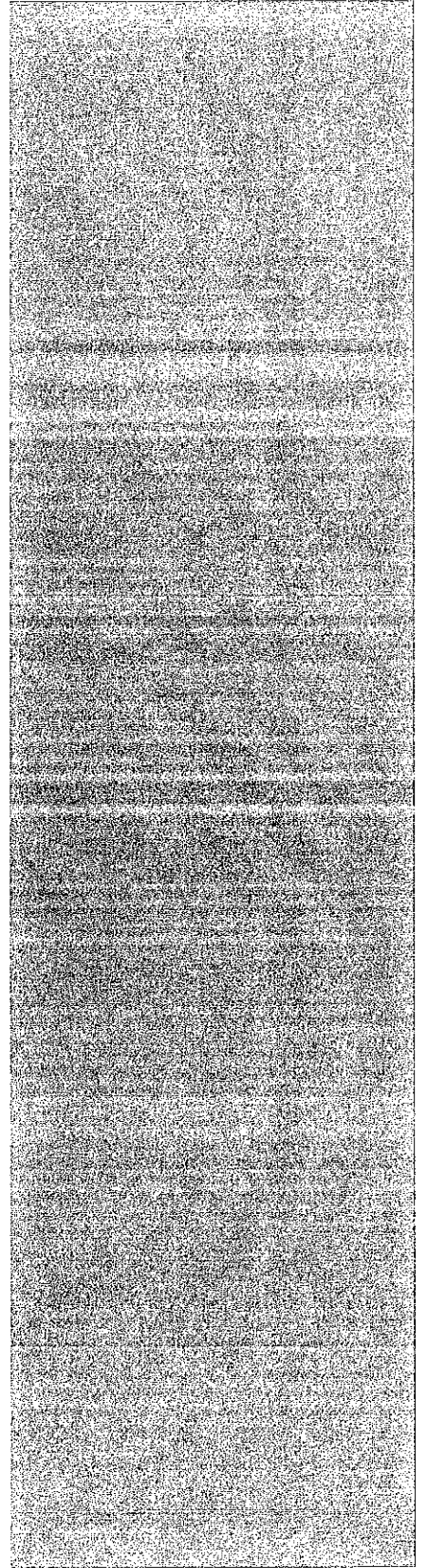
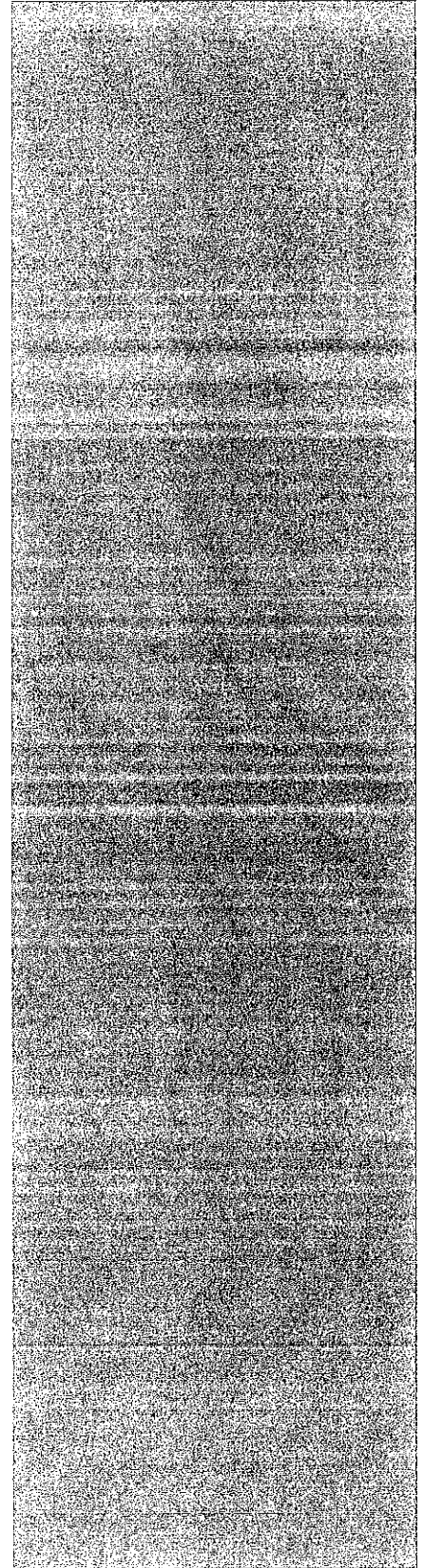


EXHIBIT 2

The Property is described as follows:

[INSERT DEED OR LEGAL DESCRIPTION]



RECORDED 320 PAGE 368
Recorded 28th day of December
A. D. 1936 at 11 o'clock P. M.

Martin B...
Notary Public

(200-D) No. 71863

DEED under Act 223, P. A. 1909, as amended by Act 33, P. A. 1935 and Act 154, P. A. 1941.

THIS INSTRUMENT, made this 24th day of February, in the year of our Lord, 1936
BY AND BETWEEN, The DEPARTMENT OF CONSERVATION for the STATE OF MICHIGAN, the successor in office and trust to the Public Domain Commission of the State of Michigan, under and by virtue of the authority in said department vested by Act No. 17, of the Public Acts of 1921, party of the first part, and Woodhull District #3, Corcoran School, A #1, Okemos, Michigan,

WITNESSETH, That
WHEREAS, Woodhull District #3, Corcoran School

the said party of the second part has purchased of the State of Michigan the tract or parcel of tax reverted lands situate and being in the County of Shiawassee, State of Michigan, and described as follows, to-wit:

Township 5 North, Range 1 East
Section 28, A parcel in the NW 1/4 described as commencing at the Northwest corner of Section 28, thence South 49.35 rods to the point of beginning, thence East 31.04 rods to Woodbury Road right of way, thence Southwesterly along said road 18.31 rods to a fence, thence West along said fence (which is known as the North line of tract known as the Parisian property) to the West line of Section 28; thence North on the Section line to place of beginning, containing 2.34 acres, more or less.

Township 5 North, Range 1 East
Section 29, A parcel commencing at the Northeast corner of Section 29, thence South 49.35 rods to point of beginning, thence South 10.65 rods, thence West 40 rods, thence North 10.65 rods, thence East 40 rods to point of beginning, containing 2.66 acres, more or less.

AND WHEREAS, it is expressly understood that the land herein described shall be used solely for school site purposes, and when same ceases to be used for such purposes, it shall revert to the State of Michigan.

NOW, THEREFORE, THIS INSTRUMENT WITNESSETH, that the said DEPARTMENT OF CONSERVATION for the State of Michigan, party of the first part as aforesaid, acting for and in behalf of the State under and by virtue of the authority vested in it by said

In consideration of the premises and of the sum of Five Hundred (\$500.00) dollars paid by said party of the second part to said first party, the receipt whereof is hereby acknowledged, does by these presents, grant, convey, release and quit-claim unto the said Woodhull District #3, Corcoran School,

party of the second part, and to its successors, and assigns, for the purposes stipulated herein, all the right, title and interest acquired by the State in and to all of said above-described premises, SAVING AND RESERVING OUT OF THIS GRANT, CONVEYANCE AND ASSIGNMENT unto the said State of Michigan, all mineral, coal, oil and gas, lying and being on, within or under the said lands hereby conveyed, with full and deep liberty and power to the said State of Michigan, its duly authorized officers, representatives and assigns, and its or their lessees, agents and workmen, and all other persons by its or their authority or permission, whether already given or hereafter to be given, at any time and from time to time, to enter upon said lands and by (Grantor) take all usual, necessary, or convenient means for exploring, testing, working, pining, gutting, laying up, storing, drawing, marketing, merchandising, and taking away the said mineral, coal, oil and gas and the same, and reserving unto the People of the State of Michigan the rights of ingress and egress over and across all of the above mentioned descriptions of land lying along any watercourse or stream, pursuant to the provisions of Section 18, of Act 220, Public Acts of 1909, as amended. Further, excepting and reserving to the State of Michigan all mineral antiquities including mounds, earthworks, forts, burial and village sites, ruins or other ruins and also reserving the right to explore and excavate for the same, by and through its duly authorized agents and employees, pursuant to the provisions of Act 172, Public Acts of 1920.

IN WITNESS WHEREOF, the said party of the first part, by the Director thereof, has hereunto subscribed his name and affixed the seal of said Department of Conservation the day and year first herein above written.

Signed, Sealed and Delivered in Presence of:
Martin B...
Notary Public

DEPARTMENT OF CONSERVATION FOR THE STATE OF MICHIGAN
By *Wayland Oswood* Deputy Director

STATE OF MICHIGAN,
County of Ingham

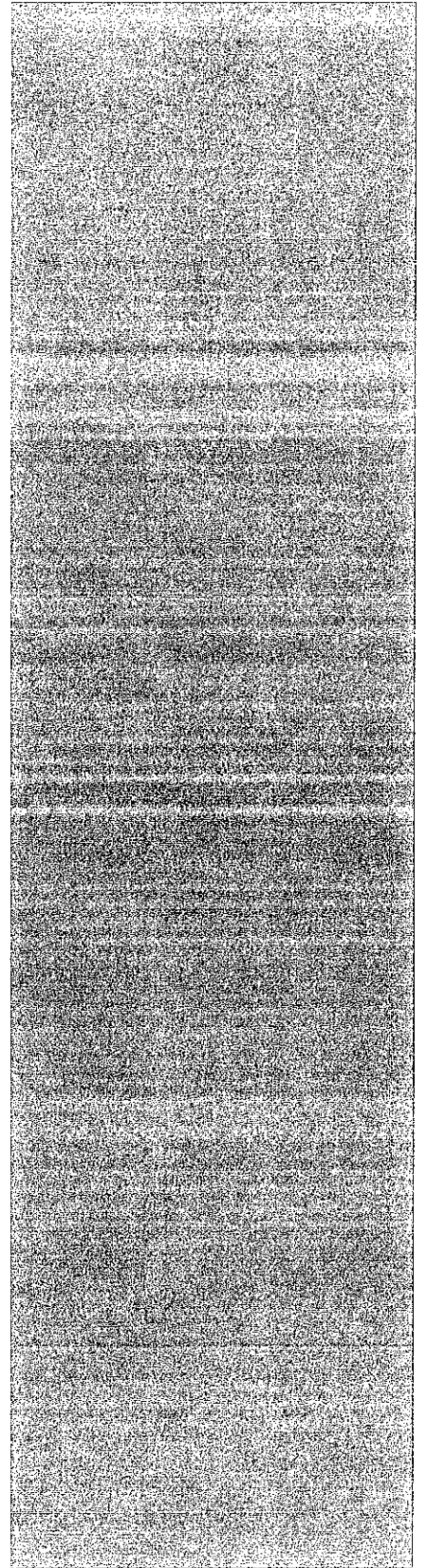
On this twenty-fourth day of February, A.D. 1936, before me, a Notary Public in and for said county personally appeared *Wayland Oswood, Deputy*, Director of the Department of Conservation for the State of Michigan, to me known to be the same person who executed the within instrument, and who acknowledged the same to be his free act and deed and the free act and deed of the Department of Conservation for the State of Michigan in whose behalf he acts.

My Commission Expires April 28, 1939
Recorded in Liber 153 of Deeds, Page 357
M. J. Covelline
Notary Public, Ingham County, Michigan

Note:

This Exhibit may be supplemented or replaced by full legal description based upon a land survey of the Property once a land survey is received by Tenant.

Skyway Site Id: MI-_____





NEOLA of MICHIGAN

LOCAL TEMPLATES

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_____ **SCHOOL DISTRICT**

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REVISED POLICY - VOL. 29, NO. 2

BULLYING AND OTHER AGGRESSIVE BEHAVIOR TOWARD **STUDENTS**

It is the policy of the District to provide a safe and nurturing educational environment for all of its students.

This policy protects all students from bullying/aggressive behavior regardless of the subject matter or motivation for such impermissible behavior.

Bullying or other aggressive behavior toward a student, whether by other students, staff, or third parties, including Board members, parents, guests, contractors, vendors, and volunteers, is strictly prohibited. This prohibition includes written, physical, verbal, and psychological abuse, including hazing, gestures, comments, threats, or actions to a student, which cause or threaten to cause bodily harm, reasonable fear for personal safety or personal degradation.

Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment or bullying is expected of administrators, faculty, staff, and volunteers to provide positive examples for student behavior.

This policy applies to all "at school" activities in the District, including activities on school property, in a school vehicle, and those occurring off school property, if the student or employee is at any school-sponsored, school-approved or school-related activity or function, such as field trips or athletic events where students are under the school's control, or where an employee is engaged in school business. Misconduct occurring outside of school may also be disciplined if it interferes with the school environment.

Notification

Notice of this policy will be **annually** circulated to and posted in conspicuous locations in all school buildings and departments within the District and discussed with students, as well as incorporated into the teacher, student, and parent/guardian handbooks. State and Federal rights posters on discrimination and harassment shall also be posted at each building. All new hires will be required to review and sign off on this policy and the related complaint procedure.



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Parents or legal guardians of the alleged victim(s), as well as of the alleged aggressor(s), shall be promptly notified of any complaint or investigation as well as the results of the investigation to the extent consistent with student confidentiality requirements. A record of the time and form of notice or attempts at notice shall be kept in the investigation file.

To the extent appropriate and/or legally permitted, **confidentiality** will be maintained during the investigation process. However, a proper investigation will, in some circumstances, require the disclosure of names and allegations. Further, the appropriate authorities may be notified, depending on the nature of the complaint and/or the results of the investigation.

Reporting

No later than May 30, 2015, the District shall submit to the Department of Education a copy of this Policy.

The District shall report incidents of bullying to the Department of Education on an annual basis according to the form and procedures established by the Department of Education.

Should this Policy be amended or otherwise modified, the District shall submit a copy of the amended or modified Policy to the Department of Education no later than thirty (30) days after adopting the modification.

Implementation

The Superintendent is responsible to implement this policy, and may develop further guidelines, not inconsistent with this policy.

This policy is not intended to and should not be interpreted to interfere with legitimate free speech rights of any individual. However, the District reserves the right and responsibility to maintain a safe environment for students, conducive to learning and other legitimate objectives of the school program.



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Procedure

Any student who believes s/he has been or is the victim of bullying, hazing, or other aggressive behavior should immediately report the situation to the Principal or assistant principal. The student may also report concerns to a teacher or counselor who will be responsible for notifying the appropriate administrator or Board official. Complaints against the building principal should be filed with the Superintendent. Complaints against the Superintendent should be filed with the Board President.

A student may also submit a report or complaint to any of the above designated individuals through email, voicemail, regular mail or by leaving a sealed note addressed to the individual at that person's office or desk. The student may submit a report or complaint anonymously, but this may affect the ability to fully investigate the matter, when the complaining student is not available to provide additional information during the course of the investigation.

The identity of a student who reports bullying, hazing or aggressive behavior, as well as those students who provide information during an investigation will remain confidential to the extent possible and to the extent allowable by law. Only school personnel directly involved in the investigation of the complaint or responsible for remedying any violations will be provided access to the identity of the complaining student(s) and student witnesses, and then only to the extent necessary to effectively deal with the situation.

The identity of the student who files the report or complaint will not be voluntarily shared with the alleged perpetrator(s) or the witnesses unless the student (and his/her parent/guardian) give written permission to do so. Any investigation report will likewise not be voluntarily produced with the names of the reporting student(s) or witnesses. However, under certain circumstances, the District may be required by law to disclose the report and/or the student(s) names. Also, under certain circumstances, the identity of the reporting student may become obvious even without disclosure by school personnel.

Every student is encouraged, and every staff member is required, to report any situation that they believe to be aggressive behavior directed toward a student. Reports shall be made to those identified above. **While reports may be made anonymously, but formal disciplinary action may not be taken solely on the basis of an anonymous report without other corroborating evidence.**



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The Principal (or other ~~designated administrator as designated~~) shall promptly investigate and document all complaints about bullying, aggressive or other behavior that may violate this policy. The investigation must be completed as promptly as the circumstances permit

~~and should be completed within three (3) school days~~

after a report or complaint is made.

If the investigation finds an instance of bullying or aggressive behavior has occurred, it will result in prompt and appropriate remedial action. This may include up to expulsion for students, up to discharge for employees, exclusion for parents, guests, volunteers and contractors, and removal from any official position and/or a request to resign for Board members. Individuals may also be referred to law enforcement or other appropriate officials.

If, during an investigation of a reported act of harassment, intimidation and/or bullying/cyberbullying, the Principal or appropriate administrator believes that the reported misconduct may have created a hostile learning environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal will report the act of bullying and/or harassment to one of the Anti-Harassment Compliance Officers so that it may be investigated in accordance with the procedures set forth in Policy 5517 - Anti-Harassment.

The individual responsible for conducting the investigation shall document all reported incidents and report all verified incidents of bullying, aggressive or other prohibited behavior, as well as any remedial action taken, including disciplinary actions and referrals, to the Superintendent. The Superintendent shall submit a compiled report to the Board on an annual basis.

Non-Retaliation/False Reports

Retaliation or false allegations against any person who reports, is thought to have reported, files a complaint, participates in an investigation or inquiry concerning allegations of bullying or aggressive behavior (as a witness or otherwise), or is the target of the bullying or aggressive behavior being investigated, is prohibited and will not be tolerated. Such retaliation shall be considered a serious violation of Board policy, independent of whether a complaint of bullying is substantiated. Suspected retaliation should be reported in the same manner as bullying/aggressive behavior.



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Making intentionally false reports about bullying/aggressive behavior for the purpose of getting someone in trouble is similarly prohibited and will not be tolerated. Retaliation and intentionally false reports may result in disciplinary action as indicated above.

Prevention/Training [OPTIONAL]

The Superintendent shall establish

() a Bullying Prevention Task Force.

() a program or other initiatives involving school staff, students, clubs or other student groups, administrators, volunteers, parents, law enforcement, community members, and other stakeholders, aimed at the prevention of bullying or other aggressive behavior.

The District shall provide, and all administrators, school employees, contracted employees and volunteers who have significant contact with students shall undertake

() annual

OR

() _____ **[insert frequency]**

training on preventing, identifying, responding to, and reporting incidents of bullying and other aggressive behavior.

The District shall provide, and all students shall undertake, annual training on preventing, identifying, responding to, and reporting incidents of bullying, cyber bullying and other aggressive behavior.



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The District shall provide and all parents or legal guardians

shall

OR

shall be offered the opportunity to

undertake annual training on preventing, identifying, responding to, and reporting incidents of bullying, cyber bullying and other aggressive behavior.

[END OF OPTIONS]

Definitions

The following definitions are provided for guidance only. If a student or other individual believes there has been bullying, hazing, harassment or other aggressive behavior, regardless of whether it fits a particular definition, s/he should report it immediately and allow the administration to determine the appropriate course of action.

"Aggressive behavior" is defined as inappropriate conduct that is repeated enough, or serious enough, to negatively impact a student's educational, physical, or emotional well-being. Such behavior includes, for example, bullying, hazing, stalking, intimidation, menacing, coercion, name-calling, taunting, making threats, and hitting/pushing/shoving.

"At School" is defined as in a classroom, elsewhere on school premises, on a school bus or other school-related vehicle, or at a school-sponsored activity or event whether or not it is held on school premises. It also includes conduct using a telecommunications access device or telecommunications service provider that occurs off school premises if either owned by or under the control of the District.



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"Bullying" is defined as any **written, verbal, or physical acts, including cyber bullying (i.e. any electronic communication, including, but not limited to electronically transmitted acts, such as** ~~gesture or written, verbal, graphic, or physical act (including electronically transmitted acts—i.e. internet, telephone or cell phone, personal digital assistant (PDA), or wireless hand held device)~~ that, without regard to its subject matter or motivating animus, is intended or that a reasonable person would know is likely to harm one (1) or more students either directly or indirectly by doing any of the following:

- A. substantially interfering with educational opportunities, benefits, or programs of one (1) or more students;
- B. adversely affecting the ability of a student to participate in or benefit from the school district's educational programs or activities by placing the student in reasonable fear of physical harm or by causing substantial emotional distress;
- C. having an actual and substantial detrimental effect on a student's physical or mental health; and/or
- D. causing substantial disruption in, or substantial interference with, the orderly operation of the school.

Bullying can be physical, verbal, psychological, or a combination of all three. Some examples of bullying are:

- A. Physical – hitting, kicking, spitting, pushing, pulling; taking and/or damaging personal belongings or extorting money, blocking or impeding student movement, unwelcome physical contact.
- B. Verbal – taunting, malicious teasing, insulting, name calling, making threats.
- C. Psychological – spreading rumors, manipulating social relationships, coercion, or engaging in social exclusion/shunning, extortion, or intimidation. This may occur in a number of different ways, including but not limited to notes, emails, social media postings, and graffiti.



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"Harassment" includes, but is not limited to, any act which subjects an individual or group to unwanted, abusive behavior of a nonverbal, verbal, written or physical nature, often on the basis of age, race, religion, color, national origin, marital status or disability, but may also include sexual orientation, physical characteristics (e.g., height, weight, complexion), cultural background, socioeconomic status, or geographic location (e.g., from rival school, different state, rural area, city, etc.).

"Intimidation/Menacing" includes, but is not limited to, any threat or act intended to: place a person in fear of physical injury or offensive physical contact; to substantially damage or interfere with person's property; or to intentionally interfere with or block a person's movement without good reason.

"Staff" includes all school employees and Board members.

"Third parties" include, but are not limited to, coaches, school volunteers, parents, school visitors, service contractors, vendors, or others engaged in District business, and others not directly subject to school control at inter-district or intra-district athletic competitions or other school events.

For further definition and instances that could possibly be construed as:

Harassment, see Policy 5517;

Hazing, see Policy 5516.

M.C.L. 380.1310B (Matt's Safe School Law, PA 241 of 2011), **PA 478 of 2014**
Policies on Bullying, Michigan State Board of Education
Model Anti-Bullying Policy, Michigan State Board of Education