



**NYE COUNTY SCHOOL DISTRICT**  
**Board of Trustees**  
**Regular Agenda**

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A Regular of the Board of Trustees of Nye County School District will be held on Thursday, December 11, 2008, beginning at 6:30 PM at the Southern District Office Boardroom, 484 S West Street, Pahrump, NV 89048.

The subjects to be discussed, considered, or acted upon are listed below. Items do not have to be taken in the order presented below and the Board may combine two or more agenda items for consideration at any time. The Board may also remove any items on the agenda or delay discussion relating to any item listed on the agenda at any time. Unless removed from the Consent Agenda, items identified within the Consent Agenda will be acted on at one time.

1. CALL TO ORDER
  - A. PLEDGE OF ALLEGIANCE
  - B. ROLL CALL
2. ADOPTION OF AGENDA, ACTION ITEM
3. CONSENT CALENDAR, ACTION ITEM
  - A. APPROVAL OF NOVEMBER 20, 2008 REGULAR MEETING MINUTES
  - B. APPROVAL OF NOVEMBER 20, 2008 EXECUTIVE SESSION MINUTES
  - C. APPROVAL OF REQUESTS FOR IMMUNIZATION EXEMPTION
  - D. APPROVAL FOR STUDENTS UNDER THE AGE OF 18 TO TAKE THE GED
  - E. APPROVAL OF REQUESTS TO ENROLL IN ADULT EDUCATION AT AGE 17
  - F. ACCEPTANCE OF HOME SCHOOL APPLICATIONS
4. APPROVAL OF WARRANTS, ACTION ITEM
5. REPORTS, INFORMATIONAL ITEM
  - A. SUPERINTENDENT'S REPORT
  - B. ADMINISTRATOR REPORTS
  - C. BOARD REPORTS/BOARD COMMITTEE REPORTS
6. PUBLIC INPUT, INFORMATIONAL ITEM
7. BOARD APPOINTMENTS, ACTION ITEM
8. CHANGE OF DATE/LOCATION OF FUTURE BOARD MEETINGS, ACTION ITEM
9. DECISION REGARDING SUBDIVISION MAPS, ACTION ITEM

10. APPROVAL OF GRANTS, ACTION ITEM
11. RECOGNITIONS, INFORMATIONAL ITEM
12. SET BEGINNING & ENDING DATES FOR SY 2009-10, ACTION ITEM
13. AWARD OF BID: SCHOOL BUS VIDEO SYSTEMS, ACTION ITEM
14. DISCUSSION/POSSIBLE APPROVAL OF RESOLUTION TO DIRECT THE CLERK TO NOTIFY THE DEBT MANAGEMENT COMMISSION OF THE DISTRICT'S PROPOSAL TO ISSUE GENERAL OBLIGATIONS, ACTION ITEM
15. DISCUSSION/POSSIBLE APPROVAL OF RESOLUTION CREATING FUNDS, ACTION ITEM
16. DISCUSSION/POSSIBLE APPROVAL OF RESOLUTION TO ADOPT 403(B) PLAN, ACTION ITEM
17. DISCUSSION/POSSIBLE DECISION REGARDING PURCHASE OF BARRADONNA ROAD PROPERTY, ACTION ITEM
18. DISCUSSION REGARDING BUDGET CUTS, INFORMATIONAL ITEM
19. EXECUTIVE (CLOSED) SESSION
  - A. DISCUSSION REGARDING POSSIBLE STUDENT RIGHTS VIOLATIONS IN REGARDS TO RESTRAINTS
  - B. DISCUSSION REGARDING LEGAL ITEMS
  - C. DISCUSSION REGARDING PERSONNEL ITEMS
20. DECISION REGARDING POSSIBLE STUDENT RIGHTS VIOLATIONS, ACTION ITEM
21. APPROVAL OF FUTURE AGENDA ITEMS, ACTION ITEM
22. ADJOURNMENT, ACTION ITEM

This Meeting will be streamed live online via the link <https://livestream.nyeschools.org/ViewStream.html> on the Nye County School District website. Click on the following link if you have difficulties with the live streaming: <https://bit.ly/ncsdbotmeetings>.

Public input may be accepted live via email for the duration of the Meeting and shared during the public input designated timeframe (all rules and timelines as listed in the Agenda still apply). Public comments made by members of the public attending the meeting virtually must be emailed to [publiccomment@nyeschools.org](mailto:publiccomment@nyeschools.org) and must include:

- a. The author's first and last name
- b. The author's phone number (will not be read with comment)
- c. Date of the Meeting for which the comment is intended

Nye County School District (NCSD) will empower students to learn at their highest level in an environment of mutual respect.

The NCSD BOT Goals are as follows:

**Culture**

Improve and sustain a culture of learning for all through:

- ◆ Recruiting, selecting, inducting, supporting, evaluating, and developing staff.
- ◆ Fostering a safe and respectful learning and working environment.
- ◆ Promoting ongoing family and community engagement in pursuit of our vision.

**Academic**

Elevate achievement and support lifelong learning for all through:

- ◆ Creating and sustaining a results-focused learning environment; establishing measurable goals for all.
- ◆ Creating and sustaining an instructional framework and common language to ensure essential content standards drive instruction.

The notice for this posting was posted on the NCSD Website (<https://www.nye.k12.nv.us>), Nevada's Notice Website (<https://notice.nv.gov/>), at the main physical location of the meeting, and has also been provided to all persons who have made a specific request of a copy of the Agenda by US Mail or electronic mail. A Public Binder will be available for viewing at the scheduled location at the time of the Meeting.

*NYE COUNTY SCHOOL DISTRICT NOTICE OF NONDISCRIMINATION*

*Nye County School District (NCSD) does not discriminate on the basis of race, color, religion, national origin, ancestry, disability, age, marital status, sex, sexual orientation, gender identity or expression, or any other category protected by applicable state or federal law in its program and activity, including employment. In keeping with requirements of federal and state law, NCSD strives to remove any vestige of discrimination in accommodating the public at public meetings.*

*The Nye County School District is pleased to provide reasonable accommodations for the disabled. Members of the public who are physically handicapped and require special accommodations or assistance to attend the meeting are requested to notify the Executive Assistant to the Superintendent and Board of Trustees in writing at 484 S West Street, Pahrump, NV 89048, email Iliana Garcia at [igarcia@nyeschools.org](mailto:igarcia@nyeschools.org), or call 775-727-7743, ext. 239 at least one week before the meeting.*



## NYE COUNTY SCHOOL DISTRICT

*EVERY CHILD A SUCCESS!*

### Board/Superintendent Operating Protocol

**The professional relationship that exists between the Board of Trustees and its superintendent is integral to a highly efficient and successful organization. Knowledge of what each can expect of the other can promote team work and strong working relationships, and an uncommon focus on student achievement.**

**This strong professional working relationship calls for a high order of devotion, statesmanship, loyalty, openness, and integrity. It is paramount for the good of those whom the District serves that the Board of Trustees and the Superintendent function in an atmosphere of mutual respect, trust, and cooperation.**

**Given these beliefs, the Board of Trustees and the Superintendent agree to the following:**

**Only the Board as a whole has authority. The Board agrees that individual members will not take action and do not expect staff to act on individual statements, suggestions, or advice of an individual Board member.**

**The Board Chair is the spokesperson for the Board regarding decisions made by the Board. The Superintendent is the primary spokesperson for the school district. All Board members are encouraged to assist with District communication and will accurately and fairly reflect Board decisions and process.**

**Board meetings are for decision-making, action, and votes. Board discussion should be concise and pertinent to the issue. If a Board member needs more information or has questions, the Superintendent should be contacted before the Board meeting.**

**In order that the Board can make the best decision possible, there should be no surprises at Board meetings.**

**The conduct of a Board member is very important. Board members agree to avoid words and actions that create a negative impression of an individual, the Board or the district. The Board encourages debate and differing points of view, and will do so with care and respect.**

**Board meetings are where the Board does its work in public. The Board agrees to speak to the issues on the agenda and attend to fellow Board members. Facts and the information needed from the administration will be referred to the Superintendent or Board Chair.**

**The last stop, not the first, will be the Board. The Board agrees to follow the chain of command and insist that others do as well. While the Board is interested in hearing from its constituents and staff, each inquiry is to be referred to the person who can properly and expeditiously address the issue.**

**Unless there is an imminent threat to District students, staff or property the Board will refrain from calling the Superintendent after the close of the workday or on weekends. Although the Board may send him email communication, a response is not expected any earlier than the next normal workday unless it is a matter of compelling urgency.**

**As a general rule and as a matter of courtesy, Board members will call ahead to schools and district offices prior to making visits so as not to interrupt the flow of day-to-day operations of the District.**

**NYE COUNTY SCHOOL DISTRICT  
-M-I-N-U-T-E-S-  
November 20, 2008**

**Present:** Dennis Keating, President; J.E. "Doc" McNeely, Vice-President; Tracie Ward, Clerk; Mike Floyd, Kevin Pape and Harold Tokerud, Members; Dr. William Roberts, Superintendent; Rod Pekarek, Jerry Hill and Dale Norton, Assistant Superintendents; Ray Ritchie, Chief Financial and Administrative Officer; Sam Simatos, Special Ed Director; Bob Whimpey, Maintenance and Operations Supervisor; Cameron McRae, Transportation Supervisor; Maria Descamps, Curriculum Director; Karen Holley, State and Federal Programs; Dr. Terry Owens, Hafen Elementary Principal; Tim Wombaker, Mt. Charleston Elementary Principal; Evangelyn Visser, Manse Elementary Principal; Holly Lepisto, Floyd Elementary Principal; Jeff Skelton, Clarke Middle School Principal; Lisa Mays, Administrative and Board Services Coordinator; and Kerry Paniagua, Executive Secretary.

**Absent:** Edna Forsgren.

**Guests:** Daniel C. McArthur, CPA; Dave Wonderly, Project Manager; Mark Kessler, TOSA; Kathy Eason, Martha Reedy, Elaine Wabbel and Larry Fried, Pahrump High; Julie Floyd, Mt. Charleston; Melanie Fried, J.G. Johnson; Brandi Reedy, Even Start; Alena Duvall, Southern District Office; Don Rust, Pahrump Town Board; and Daniel Burrows, Bruce Floyd, Tyler Floyd and Ron Eason, Pahrump.

**CALL TO ORDER**

The meeting was called to order at 6:30 p.m. in the Pahrump boardroom with a videoconference link to the Tonopah boardroom. Board members, administrators and guests recited the Pledge of Allegiance. Roll was called; all were present except Mrs. Forsgren and Mr. McNeely. Mr. McNeely was connected by telephone at 6:33 p.m.

**ADOPTION OF AGENDA**

Mrs. Ward moved adoption of the agenda, and Mr. Pape seconded. Those voting aye: Mr. Floyd, Mr. Keating, Mr. Pape, Mr. Tokerud and Mrs. Ward. Those voting nay: none. Mr. McNeely was not present for this vote. The motion carried with a majority vote.

**CONSENT CALENDAR**

Mrs. Ward made the motion to approve the consent calendar, which consisted of three requests for immunization exemption, three GED requests and six requests for students under the age of 18 to enroll in adult education, and Mr. Tokerud seconded. Those voting aye: Mr. Floyd, Mr. Keating, Mr. Pape, Mr. Tokerud and Mrs. Ward. Those voting nay: none. Mr. McNeely was not present for this vote. The motion carried with a majority vote.

**APPROVAL OF WARRANTS**

Mrs. Ward made the motion to approve the warrants, and Mr. Tokerud seconded. Those voting aye: Mr. Keating, Mr. McNeely, Mr. Tokerud and Mrs. Ward. Those voting nay: none. Mr. Floyd and Mr. Pape abstained because of personal or business associations to vendors on the check list. The motion carried with a majority vote.

## REPORTS

Dr. Roberts reported that the State budget situation has been the main topic of conversation at several meetings. Chancellor Jim Rogers met with the Great Basin Advisory Committee and presented an artist's rendering of the proposed college. Dr. Roberts attended an assembly at Round Mountain High School in honor of veterans, and all armed services were represented. At the Nevada Association of School Administrators' conference in Las Vegas, the superintendents were connected by telephone with the State Budget Director. They were told to prepare scenarios for 4% cuts, 7% cuts and 11% cuts. There will be a Superintendents' finance meeting on December 3 followed by a meeting with the Governor on December 4. He attended the Nevada Association of School Boards' conference in Reno last weekend and was the opening speaker for the Quality Education Conference on Monday.

Mr. Pekarek said the Beatty High science position will be filled in December. The other 12 vacancies are being filled with long term subs. Mr. Wombaker expressed thanks for the opportunity to attend the NASB conference. He reported that his school was not selected as a Distinguished Title I school, but he will be able to send one teacher to the Mega Conference. A principal from Ely would like to tour his school. Mr. Kessler explained that the NWEA assessment will give teachers specific direction to help each individual child grow and learn and is aligned to District standards. The first assessment established a baseline. The second assessment will be in December and January. Mr. Hill explained it is evaluative and prescriptive.

Mr. McRae thanked the Board for investing in his facility. He reported gas is down to \$1.79 from a high of over \$4.00 a gallon. Forty six buses have each saved 14 miles driving to fuel, which equates to a savings of 110 gallons a week. Mr. Whimpey reviewed a long list of projects being completed by his department.

Mr. Tokerud was impressed with the way Mr. Skelton has moved administrators to pods and sorted students into houses by grades at Clarke Middle School. He was also impressed with the Pitsco lab. He visited Mt. Charleston, attended several Pahump High athletic contests and attended Jimmy Reed's funeral. Mrs. Ward attended celebrations at Johnson Elementary and the Construction Committee meeting. Mr. Floyd attended the Pahump High sports banquet and the CTE Committee meeting. Mr. Keating reported on the NASB conference and said the District was honored by Mr. Wombaker's presentation. He also attended the Construction Committee meeting.

## PUBLIC INPUT

None offered.

## BOARD APPOINTMENTS

### CHANGE OF DATE/LOCATION OF FUTURE BOARD MEETINGS

### DECISION REGARDING SUBDIVISION MAPS

Items withdrawn.

## APPROVAL OF GRANTS

Mrs. Ward moved approval for the District to apply for the following grants: Laura Bush Foundation library books for Mt. Charleston (\$6000), Department of Agriculture challenge grant to improve agriculture education for Round Mountain High School (\$50,000), Mr. Holland's Opus Foundation for Tonopah and Round Mountain High Schools (\$10,000 each), and Target Stores field trips for Round Mountain and Gabbs High Schools (\$2,000 each). Mr. Tokerud seconded, and a unanimous vote was recorded.

## RECOGNITIONS

Mr. Keating announced that Dr. Terry Owens has been appointed to the Professional Standards in Education Committee and will serve until October of 2011. He presented Mr. Wombaker with a photo taken with the five other administrators from around the State who were honored at the NASB conference. Length of service awards were presented to the following: Lanette Bell and Joyce Cochrell for 20 years each; and Kathleen Eason, Julie Floyd, Melanie Fried, Teresa Linner, Martha Reedy and Elaine Wabbel for 25 years each.

## DISCUSSION/APPROVAL OF SCHOOL IMPROVEMENT PLANS & DISTRICT IMPROVEMENT PLAN

Mr. Hill said his department reviewed all plans and said the improvements are enormous. Mrs. Ward made the motion to approve the school and district plans. Mr. McNeely seconded, and a unanimous vote was recorded. Mr. Tokerud asked about a discrepancy in drop out rates. Mr. Hill said the District reports the number of students who drop out, but the State computes it differently. There is no consistency among states on reporting drop outs either. The central office has stressed with principals and attendance clerks the importance of properly coding students who withdraw. Before students withdraw, they are counseled on alternatives. The ratio of counselors to students is a deterrent. Dr. Roberts said Nye County has the highest adult ed population, and Mr. Hill said there's a large outreach to the prison.

## DISCUSSION/POSSIBLE APPROVAL OF VARIANCE REQUEST FOR NYE COUNTY STUDENT TO ATTEND SCHOOL IN CLARK COUNTY

Mrs. Ward made the motion to approve the request for variance for one year only, with the parent being responsible for tuition, transportation and any other costs associated. Mr. Pape seconded, and a unanimous vote was cast.

## DISCUSSION/APPROVAL OF APPLICATION FOR TEACHER SIGNING BONUSES

Mrs. Ward moved approval of the application. Mr. Pape seconded, and a unanimous vote was cast.

## DISCUSSION/DECISION ON GOING OUT TO BID ON PAHRUMP HIGH SCHOOL TRACK RESURFACE

Mr. Whimpey said the track was installed about a year before he was employed, and he had no information. The company went bankrupt. The deterioration has accelerated in the last year, and he learned it should have been sealed every two to three years. The options are to apply more rubber for around \$120,000 or redo the entire track for around \$225,000. Mr. Tokerud made the motion to go to bid for the first option. Mrs. Ward seconded, and a unanimous vote was registered.

## DISCUSSION/DECISION REGARDING FEASIBILITY STUDY ON PLACEMENT OF SIXTH GRADERS IN PAHRUMP

Dr. Roberts said there are a number of issues to determine, such as whether there is room for the sixth graders in the elementary schools, if there are adequate highly-qualified teachers, and if it is the best decision for their physical and emotional development. There has been no focus work done in this area. If there is a cost associated with moving them, he would recommend leaving them at the middle school for the time being. Mr. Tokerud made the motion to have staff do a feasibility study for consideration for the next school year. Mrs. Ward seconded, and a unanimous vote was recorded.

## PRESENTATION & ACCEPTANCE OF INDEPENDENT AUDIT FOR YEAR ENDING JUNE 30, 2008

Mr. McArthur issued a clean audit opinion. The Ending Fund Balance is above the statutory requirement of four percent. If a district is under four percent, it must inform the State how it plans to increase its fund balance. The Special Programs fund was overspent by \$7,729, which was the only statutory non-compliance item found. In management comments, he noted that some payroll checks were not posted

timely, which could lead to inaccurate financial information. In another finding, there were three digit fund numbers that were entered as two digit funds in payroll postings. The system did not recognize the erroneous fund numbers and did not post the amounts. The software did not alert users to the improper fund numbers. Mr. McArthur provided six year comparisons in graph form. He indicated that salaries and benefits account for 85% of the budget and said that other districts were around the same percentage. Mrs. Ward made the motion to accept the audit. Mr. McNeely seconded, and a unanimous vote was cast.

DISCUSSION REGARDING POSSIBLE STUDENT RIGHTS VIOLATIONS IN REGARDS TO RESTRAINTS

DISCUSSION REGARDING LEGAL ITEMS

DISCUSSION REGARDING PERSONNEL ITEMS

Discussion is reflected in Executive Session minutes.

DECISION REGARDING POSSIBLE STUDENT RIGHTS VIOLATIONS

Item withdrawn.

APPROVAL OF FUTURE AGENDA ITEMS

No items offered.

ADJOURNMENT

Mr. Pape moved to adjourn at 8:45 p.m. Mr. Floyd seconded, and there was a unanimous vote in favor.

**SCHEDULE OF MEETING**

The meeting was called to order at 6:30 p.m. Mrs. Ward made the motion to go into Executive Session at 8:18 p.m. to discuss items 18a through 18c. Mr. Pape seconded, and a unanimous vote was recorded. The regular session resumed at 8:44 p.m., and the meeting adjourned at 8:45 p.m.

By \_\_\_\_\_  
Clerk

*Prepared by Kerry Paniagua*



# Nye County School District

**Office of the County Superintendent**  
P.O. Box 113  
Tonopah, Nevada 89049  
Phone 775-482-6258  
Fax 775-482-8573

**Southern Administration Office**  
484 S. West Street  
Pahrump, Nevada 89048  
Phone 775-727-7743  
Fax 775-727-7768

**BOARD OF TRUSTEES**  
Dennis Keating, President  
John "Doc" McNeely, Vice President  
Tracie Ward, Clerk  
Mike Floyd  
Edna Jean Forsgren  
Kevin S. Pape  
Harold Tokerud

**Dr. William E. "Rob" Roberts**  
Superintendent

**Jerry C. Hill**  
Assistant Superintendent  
for Student Achievement

## MEMORANDUM

TO: Board of Trustees  
Dr. William E. "Rob" Roberts, Superintendent

FROM: Department for Student Achievement

- \* Jerry C. Hill, Assistant Superintendent for Student Achievement
- \* Maria Descamps, Director of Curriculum, Instruction & School Improvement
- \* Ginger Olson, Director of Testing, Accountability & Educational Technology
- \* Karen Holley, Coordinator of Federal and State Grants and Programs

RE: Report to Board of Trustees

DATE: December 3, 2008 – for Board Meeting December 11, 2008

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### JERRY C. HILL:

- ♦ Attended state restructuring meeting as part of team of district level and state consultants.
  - ♦ Discussed restructuring plans and federal guidelines.
- ♦ Worked with NCSD Volunteer Coordinator to secure CWEP assistance in Department for Student Achievement to perform light clerical duties and assist in the front reception area.
- ♦ Attended "Cheers for Volunteers" award night for district nominee Lewis Welk, NCSD volunteer.
- ♦ Held department meeting on 11/17/08.
- ♦ Attended CTE Advisory Committee meeting chaired by Bill Verbeck, Director of Great Basin College, Pahrump Branch.
- ♦ Met with high school and elementary counselor about counselor needs and preparation for December meeting.

## MEMORANDUM

December 2, 2008

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- ♦ Attended Leadership Team Meeting concerning possible budget cuts.
- ♦ Met with teacher union president, with permission of Superintendent to discuss preliminary ideas on budget cuts and alternatives.
- ♦ Discussed preliminary RCMS observational scheme with Mr. Skelton.
- ♦ Worked with Department for Student Achievement personnel to create observational protocol for RCMS team (admin and Department for Student Achievement personnel).
  - ♦ Observations taking place 3<sup>rd</sup>, 5<sup>th</sup> and 9<sup>th</sup> of December.
- ♦ Met with Department for Student Achievement personnel and Mr. Skelton (Principal, RCMS) to firm up arrangements for joint observations at RCMS of all math and English teachers in order to focus on institutional strengths and weaknesses.
  - ♦ Decided debriefing procedures and identified next steps to be taken through PLC's to put better instructional practices into place through peer coaching.
- ♦ Met with high school counselor regarding grading policy and implementation timeline.
- ♦ Met with Director of Special Education several times to discuss SPED issues, possible budget cuts, and personnel issues.
- ♦ Met with Max North (former UCLA fencing coach) and Gloria Bowen (former prima ballerina) to discuss possible implementation of fencing program - probably dual credit through Great Basin College.
  - ♦ Great opportunity for kids - I will need to discuss with PVHS principal and GBC director.
  - ♦ Discussed possibilities of educational programs for 3<sup>rd</sup> grade students in Pahrump to be delivered at each school with follow-up field trips later this year.
- ♦ Met with Elissa Couch, concerning her upcoming presentation to counselors' group in Reno.
- ♦ Met with Assistant Superintendent for Character Education to gather data instrumental to a discussion of possible budgetary cuts for this year and next year.
- ♦ Discussed nomination for Corrections Corporation of America Advisory Board with Bill Verbeck of Great Basin College.

## MEMORANDUM

December 2, 2008

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### MARIA DESCAMPS:

- ♦ Going into 5th grade classrooms and making observations during writing time, as well as working with 5th grade teachers during their PLC time.
  - ♦ We have been collaborating on ways to enhance their current instructional practices around writing and helping them prepare for the 5th Grade Writing Proficiency.
- ♦ Trained 3-8th grade teachers in a one day informational text workshop that focused on reading strategies.
  - ♦ The workshop was created based on CRT data and School Improvement Plan goals to work on informational text.
- ♦ NCSd mentor session # 3, currently 13 teachers are mentoring new teachers in Pahrump, and in the North.
- ♦ Conducted Teacher Academy where we discussed *The Fred Factor*, and shared writing strategies.
- ♦ Met with Sandy Davis, the RPDP TOSA who will be covering the North.
- ♦ Aspiring Leadership Academy held on December 4th in the Boardroom.
  - ♦ Currently 21 teachers and assistant principals are attending.
  - ♦ The group is reading a professional book, *Building the Principalship*, each month the group will focus on specific aspects of being a principal.
- ♦ Conducted one day training at JG with all teachers as stated in the School Improvement Plan.
  - ♦ The training is session 2 of 14 sessions that will be held at JG Johnson.
  - ♦ The group is reading a book, *Teaching Essentials*, and going through a year long professional development on reading and writing.
  - ♦ The next phase will be to identify two classrooms that will become the model for reading and writing. We will then go into these classrooms weekly to model lessons with teachers and demonstrate best practices in reading and writing.
  - ♦ Through PLC teachers have an opportunity to dialogue about what they are learning and applying in their classrooms.
- ♦ December 3, 5 and 9 - going to RCMS and observing teachers with the administration team. After each observation we dialogue about what was observed and what this Office can do to help RCMS make AYP.

**MEMORANDUM**

December 2, 2008

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**GINGER OLSON:**

- ♦ On Nov 21st, I presented an overview of AYP to test directors from around the state.
  - ♦ This is the second annual workshop for test directors where Clark, Washoe and Nye mentored new/less experienced test directors.
  - ♦ The focus this year was on appeals.
  - ♦ Case studies provided the test directors a common frame of reference.
  
- ♦ I had an organizational meeting with teachers to form the Technology Leadership Cadre (TLC3) for 08-09.
  - ♦ Topics discussed included: How has technology changed the way you teach? How has technology changed the way your students learn? What does your school need: hardware, software, training?

FINANCIAL INFORMATION  
NYE COUNTY SCHOOL DISTRICT  
BOARD OF TRUSTEES MEETING December 11, 2008  
For FY2009

NYE COUNTY SCHOOL DISTRICT  
 GENERAL FUND - FY2009  
 as of December 1, 2008

SUMMARY OF EXPENDITURES	AMENDED BUDGET	ACTUAL	%
100 - Regular	\$ 27,081,202	\$ 7,269,526	26.84%
300 - Vocational	1,071,625	255,818	23.87%
900 - Other	752,905	273,971	36.39%
<b>TOTAL DISTRIBUTED EXPENDITURES</b>	<b>\$ 28,905,732</b>	<b>\$ 7,799,315</b>	<b>26.98%</b>
000 - Undistributed			
2100 - Student Support	458,850	126,632	27.60%
2200 - Staff Support	307,030	121,803	39.67%
2300 - General Administration	1,502,328	670,493	44.63%
2400 - School Administration	4,303,609	1,748,936	40.64%
2500 - Business Support	2,259,858	1,112,980	49.25%
2600 - Plant Operation & Mtce.	8,262,922	3,144,541	38.06%
2700 - Student Transportation	3,202,795	1,365,119	42.62%
5200 - Transfer to Other Funds	8,560,706	0	0.00%
<b>TOTAL UNDISTRIBUTED EXPENDITURES</b>	<b>\$ 28,858,098</b>	<b>\$ 8,290,504</b>	<b>28.73%</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 57,763,830</b>	<b>\$ 16,089,819</b>	<b>27.85%</b>
Contingency			
Unappropriated Fund Balance	\$ 467,674		
<b>TOTAL EXPENDITURES &amp; FUND BALANCE</b>	<b>\$ 58,231,504</b>		

SUMMARY OF AVAILABLE FINANCING	AMENDED BUDGET	ACTUAL	%
Beginning Balance	\$ 1,634,388	1,634,388	100.00%
Ad Valorem	11,252,358	3,595,753	31.96%
Sales & Use Taxes	7,712,765	1,523,915	19.76%
General Govt. Services Tax	2,045,666	662,690	32.39%
Tuition - In-State	0	0	
Tuition - Out of State	15,000	0	0.00%
Earnings on Investments	300,000	37,834	12.61%
Bank of America Sweep Interest	100,000	2,712	2.71%
Revenue from Local Sources	1,257,559	0	0.00%
Miscellaneous	55,000	54,767	99.58%
State Distributive	32,353,768	10,512,258	32.49%

NYE COUNTY SCHOOL DISTRICT  
 BOARD OF TRUSTEES BUDGET - FY 2009  
 as of December 1, 2008

SUMMARY OF EXPENDITURES	AMENDED BUDGET	ACTUAL	ENCUMBERED	BALANCE
Social Security	\$ 2,084	868	0	\$ 1,216
Workers Comp	803	371	0	432
Medicare	488	203	0	285
Day of Service	33,600	14,000	0	19,600
Professional Service	78,750	560	0	78,190
Travel	14,700	5,657	0	9,043
Supplies	4,200	814	2,493	893
Dues and Fees	17,787	11,908	0	5,879
<b>TOTAL EXPENDITURES</b>	<b>\$ 152,412</b>	<b>34,380</b>	<b>\$ 2,493</b>	<b>\$ 115,538</b>

MONTHLY ENROLLMENT REPORT FOR NYE COUNTY SCHOOL DISTRICT

3rd MONTH FROM 10/20/08 11/14/2008

Attendance Area	Spec Ed Enrollment	Pre-Kindergarten Enrollment			Kindergarten Enrollment			Elementary Enrollment			High School Enrollment			Total School Enrollment		Change from last Month	Prior Year 10th Month	Change from Last Year	% of Attendance	
		Gross	Net	ADA	Gross	Net	ADA	Gross	Net	ADA	Gross	Net	Ada	Current Month	Prior Month				Current	Last Year
AMARGOSA	31	21	21	18.6	17	17	15.3	150	150	139.95	0	0	0.00	188	194	-6	192	-4	91%	95%
BEATTY ELEM.	12	4	4	3.4	9	9	8.6	91	85	82.31	0	0	0.00	98	103	-5	111	-13	94%	96%
BEATTY HIGH	11	0	0	0.0	0	0	0.0	0	0	0.00	142	140	129.85	140	139	1	129	11	92%	94%
DUCKWATER	7	3	3	1.9	5	5	4.7	8	8	7.72	0	0	0.00	16	16	0	15	1	93%	95%
GABBS	12	5	5	4.8	6	6	5.7	34	34	31.80	15	15	13.20	60	60	0	61	-1	91%	92%
FLOYD ELM	65	24	24	22.8	50	50	47.0	310	300	284.78	0	0	0.00	374	368	6	0	374	94%	0%
HAFEN ELM	57	15	15	13.8	53	51	313.0	345	338	312.94	0	0	0.00	404	395	9	572	-168	94%	93%
MANSE ELEM.	59	12	11	10.2	93	87	80.9	416	401	379.36	0	0	0.00	499	497	2	535	-36	94%	94%
J.G. JOHNSON ELEM.	62	25	24	21.4	63	59	54.7	419	407	376.70	0	0	0.00	490	471	19	580	-90	93%	94%
MT. CHARLESTON	81	20	19	17.9	83	79	74.5	425	411	391.81	0	0	0.00	509	516	-7	598	-89	95%	94%
ROSEMARY CLARKE	167	0	0	0.0	0	0	0.0	1160	1142	1070.00	0	0	0.00	1142	1151	-9	1172	-30	93%	92%
PAHRUMP HIGH	205	0	0	0.0	0	0	0.0	0	0	0.00	1512	1474	1316.11	1474	1502	-28	1312	162	89%	89%
RND. MTN. ELEM.	25	6	6	5.28	14	14	13.2	132	126	117.16	0	0	0.00	146	154	-8	167	-21	92%	92%
RND. MTN. JR/SR.	29	0	0	0.0	0	0	0.0	78	77	71.03	114	113	102.91	190	191	-1	184	6	91%	93%
SILVER RIM	19	8	8	5.8	30	30	27.8	79	75	71.06	0	0	0.00	113	109	4	108	5	93%	92%
TONOPAH ELEM.	39	0	0	0.0	0	0	0.0	200	194	182.04	0	0	0.00	194	197	-3	207	-13	93%	94%
TONOPAH HIGH	27	0	0	0.0	0	0	0.0	0	0	0.00	165	164	154.06	164	165	-1	157	7	93%	93%
PATHWAYS	11	0	0	0.0	0	0	0.0	47	41	34.08	98	87	77.04	128	120	8	155	-27	89%	85%
EARLY CHILDHOOD	0	0	0	0.0	0	0	0.0	0	0	0.00	0	0	0.00	0	0	0	136	-136	0%	0%
<b>TOTALS</b>	<b>919</b>	<b>143</b>	<b>140</b>	<b>125.97</b>	<b>423</b>	<b>407</b>	<b>645.4</b>	<b>3894</b>	<b>3789</b>	<b>3552.74</b>	<b>2046</b>	<b>1993</b>	<b>1793.17</b>	<b>6329</b>	<b>6348</b>	<b>-19</b>	<b>6391</b>	<b>-62</b>		

**SPEECH ONLY:**

PRE- K-12 ENROLLMENT TOTALS

PRIOR MONTH'S NET ENROLLMENT:

Total Speech | 452

<u>NET</u>	<u>GROSS</u>	<u>GROSS ADA</u>
6329	6526	5987.43

17

1st	2nd	3rd	4th
6348	6316	6329	
5th	6th	7th	8th
9th	10th		

### AMARGOSA VALLEY SCHOOLS

PK	Lynne Bates	21
Kdg.	Katie Dawson	17
Grade 1	Lynn Jordan	09
Grade 1	Lilia Hansen	11
Grade 2	Lori Martin	11
Grade 2	Diane George	11
Grade 3	Denise Edwards	18
Grade 4	Ellice Dunsterville	21
Grade 5	Kristi Kruse	16
Grade 6	Patty Duszynski	14
Grade 7	Gerald Martin	17
Grade 8	James Hein	<u>22</u>
	TOTAL	188

### BEATTY ELEMENTARY/MIDDLE

Mary Ann Miller	Early Childhood	4
Carol Senary	Kindergarten	9
Carol Senary	1st Grade	8
Leona Benshoof	2nd Grade	10
Gary Torstenson	3rd Grade	11
Aimee Senior	4th Grade	16
Aimee Senior	5th Grade	<u>9</u>
	Sub total:	67
Vonnie Gray	6th Grade (homeroom)	6
Vonnie Gray	7th Grade (homeroom)	12
Vern Nelson	8th Grade (homeroom)	<u>13</u>
	Sub total:	31
	Grand Total:	98

### Beatty High School

Freshman	37
Sophomores	41
Juniors	37
Seniors	23
Grade 13	<u>2</u>
TOTAL	140

**Duckwater Elementary/Middle School**

**Teachers**

**Students**

1

(13) K-8 and (3) Preschoolers  
(16) total

**GABBS SCHOOL**

<u>TEACHER/ ADVISOR</u>	<u>GRADE</u>	<u># OF STUDENTS</u>
Hovden	7	5
Hovden	8	3
Hovden	9	5
Tooley	10	3
Wood	11	4
Wood	12	<u>3</u>

Total Students: 23

Special Education Students grade 7 through 12: 4

Stinson	Pre-K (ECE)	5
Kerns	K	6
Kerns	1	7
Kerns	2	7
Hall	3	3
Hall	4	3
Hall	5	1
Hall	6	<u>5</u>

Total Students: 37  
GRAND TOTAL 60

Special Education Students PreK through 6: 9

### MANSE ELEMENTARY

TEACHER	GRADE	# IN CLASS
PRIEST, TRACI	PRE-K	11
RUTHY ANDRESEN	K	22
CINDI HASTINGS	K	21
HEIDI HUGHES	K	22
LOIS MILLS	K	22
SHIRLEY JACKSON	1	22
TERESA LINNER	1	22
DUBB MAPP	1	22
DANA STOBBE	1	21
SUSAN BROWN	2	21
KELLY JONES	2	22
KIMBERLY KINGSLEY	2	20
JUDITH LISTER	2	21
MISA CARLSON	3	20
DEANNA FLOYD	3	21
CHRISTINE RICHARDSON	3	22
MICHAEL LINNER	4	24
MARK ROJAS	4	24
DANETTE SCHROEDER	4	24
LONNIE SHERECK	5	28
CASSONDRA LAUVER	5	28
LYNNE LINDBERG	5	27
PENNIE ROSCO	SLD	12
TOTAL		499
NUMBER OF STUDENTS ON VARIANCE	46	

### J.G. Johnson Elementary

<u>Teacher</u>	<u>Grade</u>	<u>Class Size</u>
Shelly Jacobi	PK	24
Deborah Carle	K	30
Randilynn Porter	K	29
Julie Clark	1	16
Allison Eadie	1	15
Amy Sanders	1	15
Crystal Thompson	1	15
Angela White	1	16
Rose Aguilar	2	15
Christina Ek	2	16
Melanie Fried	2	16
Ruby Jim	2	16
Linda Sims	2	16
Susanne Churchman	3	18
Doris Jackson	3	18
Phyllis Laden	3	18
Joette Thorn	3	17
Sheila Windholz	3	17
Melinda Dennis	4	18
Joan Mercadante	4	18
Debra Norton	4	19
Gary Ward	4	18
Ruby Cooper	5	26
David Dispensa	5	21
Barbara Done	5	20
Tamara Janneck	5	23
<u>Total</u>		<u>490</u>
Total Number of Students on a Variance		10

**MT. CHARLESTON ELEMENTARY**

<u>TEACHER</u>	<u>GRADE</u>	<u>#IN CLASS</u>
STEPHANIE BIBLER	EC	19
LAURA DAUN	EH	7
ESTHER ENGLUND	K	38
CHERYL OCCHUIZZO	K	40
HEATHER FREEMAN	1	19
LAURA JENSEN	1	18
RENAE LINDGREN	1	18
KEELE MCDANIEL	1	19
DONALD JENSEN	2	20
TRUDI SALZWEDEL	2	18
BARBARA SUTTON	2	19
DONALD SUTTON	2	19
LORI SCHAEFFER	3	20
KARLYLE SHOOK	3	19
RENEE SMITH	3	21
JILL WARREN	3	21
KATHLEEN FLOYD	4	25
MARK MCDANIEL	4	24
LAURA WEIR	4	27
LINDA BAILEY	5	25
LISA CARL	5	24
JILL HARRIS	5	25
MICHELLE SHERECK	5	24
<b>TOTAL</b>		<b>509</b>
<b>NUMBER OF STUDENTS</b>		<b>63</b>
<b>ON A VARIANCE</b>		

### HAFEN ELEMENTARY

<b>Teacher Name</b>	<b>Grade</b>	<b># In Class</b>
Michelle Davis	EC	15
Rami Khreish	MR/MI	14
Lyndee Presgrove	K	26
Robert Schoenhofen	K	26
Jean Aubol	1	17
Crystal Farinella	1	17
Jan Lerbakken	1	18
Alice Johnson	1	18
Cindy Benton	2	14
Elizabeth Dymond	2	14
Jeff Pomije	2	13
Kurt Thorne	2	13
Marcie Hobbs	3	24
Jessica Jones	3	22
Cindy Thayer	3	22
Diane Bradley	4	15
Becci Graham	4	17
Hannah Troyer	4	14
Paula Ward	4	14
Lori Goodell	5	16
Georgia Salway	5	20
Tasha Torreson	5	19
Eric Vreeland	5	17
<b>Total</b>		405
<b># Of Students on Variance</b>		16

<b>Floyd Elementary</b>		
<b>GRADE</b>	<b>TEACHER</b>	<b>Class Size</b>
EC	Hopkins	24
Spec Unit	Dale*	10
K	Moore**	25
K	Dean**	25
1st	Mulkey	15
1st	TRUE	13
1st	Dockter	11
1st	Eisner	13
2nd	Nygaard	14
2nd	Williams	14
2nd	Goodman	12
2nd	Wogee	14
3rd	Weeks	15
3rd	Severts	13
3rd	Benizio	14
3rd	Clouser	13
4th	Streater	22
4th	Odegard	24
4th	Mapp	23
5th	Hagan	22
5th	Beauparlant	18
5th	Cochrell	21
	**	-1
<b>TOTALS</b>		<b>374</b>
* 11 Males = 1K, 5 in 2nd, 1 in 3rd, 3 in 4th and 1 in 5th		
**One Male student in K attends both AM & PM sessions		

### Rosemary Clarke Middle School

Grade	Male	Female	Total
6	203	17	375
7	194	175	369
8	217	181	398
OVERALL STUDENT TOTAL			1142

### PAHRUMP VALLEY HIGH SCHOOL

Grade	Male	Female
9	257	216
10	210	189
11	162	161
12	135	144
Prev-Grad - SpEd	3	3 (not included in total)
Home schooler		2 (not included in total)
	764	710
Total	1474	

### Pathways High School

	<u>Male</u>	<u>Female</u>
9 <sup>th</sup> grade	19	19
10 <sup>th</sup> grade	9	20
11 <sup>th</sup> grade	5	10
12 <sup>th</sup> grade	<u>4</u>	<u>1</u>
TOTAL	37	50

### Pathways Middle School

	<u>Male</u>	<u>Female</u>
6 <sup>th</sup> grade	3	1
7 <sup>th</sup> grade	13	10
8 <sup>th</sup> grade	<u>7</u>	<u>7</u>
TOTAL	23	18

**ROUND MOUNTAIN ELEMENTARY SCHOOL**

<b><u>TEACHER</u></b>	<b><u>CLASS</u></b>	<b><u>NUMBER IN CLASS</u></b>
Jeanne Lawton	Early Childhood	6
Fritche Lage	Kindergarten	7/7
Carol Taylor	First Grade	16
Janine Tuss	First Grade	18
Tena Jones	Second Grade	10
Sherrilynn Rakestraw	Second Grade	9
Jim Hunt	Third Grade	13
Tamara Jones	Third Grade	13
Lisa Granillo	Fourth Grade	23
Michelle Lopez	Fifth Grade	24
		<hr/>
	Total	146

**Round Mtn HS**

9th grade - 23  
10th grade - 39  
11th grade - 29  
12th grade - 22

Total - 113

**Round Mtn MS**

6th grade - 29  
7th grade - 20  
8th grade - 28

Total - 77

Total enrollment - 190

**SILVER RIM ELEMENTARY**

<u>Teacher</u>	<u>Class</u>	<u>No. Students</u>
Jean Lawton	PK	8
Elizabeth Vessels	K	30
Anena Kipp	1 <sup>st</sup>	18
Rene Redman	1 <sup>st</sup>	19
Jennifer Jerrell	2 <sup>nd</sup>	18
Sher Miller	2 <sup>nd</sup>	<u>20</u>
TOTAL		113

**TONOPAH ELEMENTARY/MIDDLE SCHOOL**

Russell Olin	3rd	11
Heather Boldra	3rd	9
Rochell Eiseman	4 <sup>th</sup>	16
Grace Bacon	4 <sup>th</sup>	16
Gayle Gillard	5 <sup>th</sup>	13
Mary Thibodeaux	5 <sup>th</sup>	15
Danni Wilson	6A	21
Heath Hoogshagen	6B	21
Tracee' Sharp-DeMille	7	28
Jill Katzenbach	8A	23
Ronda Bridgman	8B	20
Deb Rogers	Resource	<u>1</u>
TOTALS		194

**Tonopah High School**

Grade 9	46
Grade 10	54
Grade 11	29
Grade 12	35
Total	164

**2008 BOARD OF TRUSTEE COMMITTEE ASSIGNMENTS**

NASB Director	Mr. Tokerud
Legislative Representative	Mr. McNeely
Debt Management Commission Representative	Mrs. Ward
Parks & Recreation Representative	Mr. McNeely
Policy Committee	Mr. Keating, Mr. Tokerud & Mrs. Ward
Insurance Committee	Mrs. Forsgren
United Way Board of Directors	Mr. Keating
Sick Leave Bank	Mr. Keating
Attendance Committee	Mrs. Ward
SB-289 Crisis Management Committee	Mr. Tokerud
Construction Committee	Mr. Floyd, Mr. McNeely & Mrs. Ward
Career & Technical Skills Committee	Mr. Floyd
Advisory Board for Recruitment/Retention of Licensed Personnel Re: Pilot Programs of Performance Pay & Enhanced Compensation	Mr. Keating
District Improvement Plan Committee	Mr. Pape
Liaison to Regional Planning Commission	Mr. Floyd
Capital Improvements Advisory Committee	Mr. Keating & Mr. Pape

*Last updated 9-22-08*

**2008-09 BOARD MEETING CALENDAR**

<b><u>Date</u></b>	<b><u>Time</u></b>	<b><u>Location</u></b>	<b><u>Agenda Closes @ Noon on</u></b>
Thursday, July 31, 2008	6:30 p.m.	Videoconference	Wednesday, 7/23/08
Thursday, Aug. 21, 2008	6:30 p.m.	Videoconference	Wednesday, 8/13/08
Thursday, Sept. 11, 2008	5:30 p.m.	Duckwater	Wednesday, 9/3/08
Thursday, Oct. 2, 2008	5:30 p.m.	Round Mountain	Wednesday, 9/24/08
Thursday, Oct. 23, 2008	5:30 p.m.	Gabbs	Wednesday, 10/15/08
Thursday, Nov. 20, 2008	6:30 p.m.	Videoconference	Wednesday, 11/12/08
Thursday, Dec. 11, 2008	6:30 p.m.	Videoconference	Wednesday, 12/3/08
Thursday, Jan. 15, 2009	6:30 p.m.	Videoconference	Wednesday, 1/7/09
Thursday, Feb. 5, 2009	6:00 p.m.	Beatty	Wednesday, 1/28/09
Thursday, Feb. 26, 2009	6:30 p.m.	Videoconference	Wednesday, 2/18/09
Thursday, March 19, 2009	6:00 p.m.	Amargosa	Wednesday, 3/11/09
Thursday, April 9, 2009	6:30 p.m.	Videoconference	Wednesday, 4/1/09
Thursday, April 30, 2009	6:00 p.m.	Tonopah (VC)	Wednesday, 4/22/09
*Wednesday, May 20, 2009	6:30 p.m.	Videoconference	Tuesday, 5/12/09
Thursday, June 18, 2009	6:30 p.m.	Pahrump	Wednesday, 6/10/09

NOTE: Meetings are held by videoconference between the Pahrump and Tonopah District offices unless otherwise noted. Changes in time or location will be noted on the posted agenda. Agenda closing dates subject to change if necessary.

\*Includes Public Budget Hearing [NRS 354.596]

*Effective 5/8/08*

# July 2009- June 2010

July 09						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 10						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 09						
S	M	T	W	T	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 10						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

September 09						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

March 10						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

October 09						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 10						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

November 09						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 10						
S	M	T	W	T	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

December 09						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 10						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			



## CALENDAR I

Beginning date for Students August 24, 2009

End date of Students June 2, 2010

This calendar matches Clark County School District beginning and ending dates



## CALENDAR 2

Beginning date for Students	August 31, 2009
End date of Students	June 10, 2010



### CALENDAR 3

Beginning date for Students	September 8, 2009
End date of Students	June 17, 2010



# Nye County School District

## BOARD OF TRUSTEES

**Transportation Office**  
1900 S. Woodchips  
Pahrump, NV 89048  
Phone 775-727-2443  
Fax 775-727-2445

Dennis Keating, President  
John "Doc" McNeely, V.P.  
Tracie Ward, Clerk  
Edna Jean Forsgren  
Harold Tokerud  
Mike Floyd  
Kevin S. Pape

**Southern Administration Office**  
484 S. West Street  
Pahrump, Nevada 89048  
Phone 775-727-7743  
Fax 775-727-7768

**Dr. William E. "Rob" Roberts**  
Superintendent

**Cameron L. McRae**  
Director of Transportation

**Rodney L. Pekarek**  
Assistant Superintendent  
For District Services

## **INVITATION FOR BIDS**

### **#08-001**

## **SCHOOL BUS VIDEO SYSTEMS**

The Nye County School District Transportation Department is requesting formal written proposals / bids for the purchase of a "school bus" video recording system that the "District" will install in a number of their existing school buses.

Written proposals / bids, sealed in an envelope marked, "Invitation to Bid" #08-001 "School Bus Video Systems" must reach the Transportation Office at the address listed above by 4:00 PM on Thursday, December 4, 2008. Proposals / bids will not be accepted after that time or in any other form (fax, e-mail, phone, etc.).

Proposals / bids will be opened at the Transportation Office in public view and summarized at that time.

Proposals / bids will be reviewed by transportation staff for possible award by the Board of Trustees at a scheduled meeting within sixty (60) days of the bid opening.

Proposals / bids must be valid for a period of not less than sixty (60) days from the date of the bid opening.

The "systems" will have to meet the attached specifications "minimum requirements".

Any deviations from these specifications must be identified, highlighted and any cost difference is to be listed in the proposal / bid.

Bidders must be willing to provide one (1) complete system identical to the proposed / bid system to the District as a "Demonstration" unit for consideration prior to any "final" award or purchase.

The District reserves the right to reject any and all proposals / bids submitted for any reason the District determines is in its best interest.

**NYE COUNTY SCHOOL DISTRICT  
SCHOOL BUS VIDEO SYSTEMS  
PROPOSAL #08-001  
SPECIFICATIONS**

**CAMERA**

- Cameras shall include the following:
  - Shatterproof lenses
  - Omni Position
  - Anti-Glare Glass
  - Scratch resistant
  - High Impact
  - Microphones with built-in Noise Gate Omni Direction
  - Moisture Proof
  - Temperature resistant
- 480 TV Line Resolution
- Peri-optic Wide Dynamic Lens
- Sony Chip Set Only
- Identify appropriate camera and lenses to have full view of bus areas (front, back, driver, stairwell section, and stop arm)
- Day/Night camera shall have built-in Infrared LEDs.
- Input image to DVR shall be Clear, Stable and Free of Vibration.
- Shall be mounted without brackets to Ceiling, Surface, Wall, or Side.
- Shall be available in various lens sizes range of 2.1mm to 16mm
- System should have three (3) Cameras: 6mm, 4mm and 2.1mm (FC6000, WC2100 and MS4000)

**MOBILE DVR**

- Footprint not to exceed (Width x Height x Depth) 5.88" x 2" x 8" and Weight not to exceed 3.45 lbs.
- The DVR shall have the capability to be installed at any angle, in an easily accessible location.
- The system supplied must offer 1 to 4 Channel Video and a minimum of 2 Channel Audio with simultaneous recording.
- System is to include up to 4 camera inputs, with simultaneous recording on individual channels, with independent audio.

- The system must have easy marking capabilities with a Push Button Event button.
- System should have protection from access of unauthorized personnel by not having any accessible controls/buttons on the DVR face and should offer a wireless remote control for easy set up and programming by any authorized personnel.
- Hard Drive shall have storage capacity of minimum 80GB Hard drive, must be “hot swappable”, Removable, Expandable capabilities to 250GB. Must be Tamper proof & lockable 2.5” in a shock resistant housing.
- Operate from direct 10-36 VDC power source connected with 18 gauge wire or larger, with inline fuse and be internally and continually protected from power surges, spikes and reverse polarity.
- Must offer back-up battery that will save setting for up to 10 years.
- Must be equipped with an RS-232 Serial Port for future expansions. This port must be able to interface with any device that accepts serial communications.
- Camera Connectors must be 6 pin DIN; with screw on connectors that include Audio, Video, Power and Ground with Water Resistant connectors.
- Unit must offer High and Low Temperature Protection
- Video compression technology must be user selectable for both MPEG4 and JPEG.
- Must offer crisp Video at 720 x 584 resolutions for DVD quality playback.
- Recording modes must be user selectable for Continuous, Motion or Alarm. In continuous mode, Storage capacity must not be impacted by motion.
- Can automatically record over data files once the hours of audio/video capacity has been reached, beginning with the oldest data first..
- On-board real time clock that operates independently of main power supply. Must adjust automatically for daylight savings time.
- Must have 8 sensor inputs for marking events, to include left turn, right turn, reverse, stop arm and amber lights. Must have a Driver event marker button.
- Display resolution must have full support for NTSC and PAL and be user selectable.
- DVR must have delay start, of not more than 10 seconds, for the system to boot up and begin recording upon activation of bus engine run switch to allow for voltage stabilization.
- DVR must have delay stop to allow continued recording after the bus is turned off; user selectable 0, 5, 10, 20, 40 or 60 minutes.
- Must be capable of accepting a minimum of two independent channels of audio as well as record and playback all channels of user defined mixed audio.

- Must be capable of setting and recording real time images and sound from 1 to 30 frames per second (fps) per channel.
- User Password protected; defined security levels.
- Must provide on-screen data of left turn, right turn, front door, rear door, amber lights, reverse, brake lights, stop arm, (from signal inputs) Vehicle identifier, date, time.
- System must have integrated Passive GPS Module, with no outside subscription service requirement.
- GPS must be compatible with software that can extract .gpx, .kml and .gps data for TeleAtlas Map Overlay.
- On Screen data of GPS coordinates, Direction, and Speed must be imprinted on recorded video, synchronized with the camera(s).

### **Virtual Synchronized Mapping - VSM**

System must include VSM – Virtual Synchronized Mapping, providing on-screen route tracking to identify movements of the vehicle on a digital street map, synchronized with the cameras views and recorded to the DVR. Please note that providing and/or recording only the GPS coordinates does not meet this specification. The street map must be recorded onto a channel of the DVR to ensure synchronization with the cameras. When viewing the video, the map view must not require an internet connection.

### **Digital Video Recorder (DVR) Housing/Lockbox**

- Rugged 16 gauge metal (or better), must protect against Shock, Moisture and Dust.
- Lockbox dimensions must not exceed (HxWxD) 11.75” x 7.75” x 3.25”
- Tamper resistant housing equipped with locking mechanism to secure DVR and prevent unauthorized access to hard drive.
- Must offer unrestricted mounting options of Vertical, Horizontal and Side mounting.
- Must have four (4) Rubber Bushings to reduce vibration and shock of DVR unit.
- Must have standard 1” 12 volt fan for circulation

### **Video Retrieval and Archiving**

- Video review shall be accomplished with a PC and supplied software
- Must have non-proprietary IDE Hard Drive
- No other office hardware shall be required.
- Transfer rates must be less than 1:1; Rate shall be provided.

- Must be Wireless capable.
- The system must be equipped with a USB memory stick process to quickly review or download events from the on-board system.
- Video must be secured through the use of proprietary software. The software must require user name and password entry.
- Review software must be user-friendly. Must allow for one screen viewing of all cameras, with options to select any single camera view. Must be able to copy video to PC (user selectable by time frame), to create a JPEG file or create an AVI file. Must include options to play, stop, forward, reverse, pause, frame by frame forward, frame by frame reverse, beginning of video file, end of video file and volume control for audio, camera selection buttons and time slider.
- Plug-N-Play read capability for fast file transfer utilizing PC based file formats (with no additional hardware).
- Easily “tag/mark” the hard drive, search, pause/freeze and download captured events to PC, USB flash drive or direct to DVD burner, or print frame by frame.
- Archiving must be able to be saved on the hard drive or transferred to DVD, VHS, and other forms of archiving. The hard drive must be able to be connected to the computer through a USB reader connection.
- Able to retrieve events downloaded directly on USB drive via USB 2.0 connections/port.
- At a minimum, capability of tracking and playback – inquiry by alarm, date, time and camera.
- Fail safe, “System On” protection that includes a record light that will flash during the recording, a power light and camera light that will flash to indicate the unit functioning properly, and finally an audible alarm that will sound if there is a hard drive failure.
- Easily retrieve and archive data (Provide capacity and time frame for archived data)
- Must have capability to easily forward and view video and audio clips/frames as attachment to email.
- Must offer the latest MPEG4 and JPEG compression technology (selectable) providing motion picture quality, while offering greater storage capacity.
- Video Quality: 16 Settings: 4 adjustment levels with 4 quality settings for each adjustment level
- Display Speed: Must offer 9 settings at 1, 3, 5, 7, 10, 12, 15, 30, 60 fps
- Display Modes: single camera, QUAD, 4x zoom

### **Maintenance and Software Upgrades**

- Automatic software upgrades at no additional cost for minimum of two (2) years.

- Provide contact(s) information for technical support.
- Must not require any additional Maintenance Support other than periodic testing for proper operation.

### **Installation (By NCSD Staff)**

- Provide all hardware (including accessories, cables, harnesses, etc.) and software to guarantee systems may be installed in model year 1990 – 2007 Blue Bird All American and TC 2000 Type D School Buses.
- Provide trained installation staff for two (2) each, eight (8) hours days of “on site” training and supervision for NCSD employees on the installation of the systems, at no additional cost.
- System must be designed and supported by the manufacturer and the manufacturer must have experience installing and servicing systems on Blue Bird School Buses.

### **Warranty**

- Three (3) year minimum Parts and Labor warranty on DVR unit, cables and hard drive; One (1) year minimum Parts and Labor warranty on Cameras.
- Extended warranties shall be available to provide more than 3 years coverage.
- All warranty information on hardware, cameras and installation must be supplied in bid response.
- Service: Bidder is factory authorized to repair equipment offered during warranty period. Warranty service will be performed by bidder.

### **Training and Technical Support**

- Supply complete user training of equipment and installation
- Online and current manufacturer user manuals
- The system purchase will include a 1-800 engineering support line and offer technical support at no additional cost. System purchase will offer free software upgrades for a period of at least 2 years.

**BID #08-001  
BIDDING SHEET**

**NAME OF BIDDER** \_\_\_\_\_

**BASE BID:**

**30 EA. SYSTEMS PER SPECIFICATIONS** \_\_\_\_\_

**10 EA. ADDITIONAL 80GB HARD DRIVES** \_\_\_\_\_

**ALTERNATE BID #1**

**30 EA. SYSTEMS WITH 160 MB HARD DRIVES** \_\_\_\_\_

**10 EA. ADDITIONAL 160 MB HARD DRIVES** \_\_\_\_\_

**ALTERNATE BID #2**

**TRADE IN ALLOWANCE FOR 15 EA.  
SAFETY VISION SERIES 250 DIGITAL  
RECORDERS WITH WIRING HARNESES  
(NEVER INSTALLED)** \_\_\_\_\_

**ALTERNATE BID #3**

**1 EA. DELL LAPTOP  
Latitude/D830 with  
Windows XP Professional  
160 GB Hard Drive min.  
4 GB Memory** \_\_\_\_\_

**Name of Bidder Contact:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

Summary - a resolution directing notice to the Debt Management Commission.

## RESOLUTION

**A RESOLUTION CONCERNING THE FINANCING OF SCHOOL IMPROVEMENTS; DIRECTING THE CLERK TO NOTIFY THE NYE COUNTY DEBT MANAGEMENT COMMISSION OF THE DISTRICT'S PROPOSAL TO ISSUE GENERAL OBLIGATIONS; PROVIDING CERTAIN DETAILS IN CONNECTION THEREWITH; AND PROVIDING THE EFFECTIVE DATE HEREOF.**

**WHEREAS**, the Board of Trustees (the "Board"), of the Nye County School District, Nevada (the "District"), proposes to issue general obligations of the District; and

**WHEREAS**, the Board has submitted the following question to the qualified electors of the District at the November 7, 2006 general election and the qualified electors approved the following question at such election:

**NYE COUNTY SCHOOL DISTRICT BOND QUESTION:**

**Shall Nye County School District be authorized to issue general obligation school bonds to finance the acquisition, construction, improvement and equipping of school facilities. District projections at the time the bonds are issued must indicate that issuance of the bonds will not result in an increase of the existing school bond property tax rate of 58.5 cents per \$100 of assessed value. If approved this authorization will expire November 7, 2016.**

(the AQuestion@); and

**WHEREAS**, pursuant to Nevada Revised Statutes (ANRS@) 350.014(1) and NRS 350.020(4), the Board proposes to incur general obligation debt (subject to the approval of the Nye County Debt Management Commission) in accordance with the Question approved by the qualified electors of the District and the following proposal:

**GENERAL OBLIGATION SCHOOL BOND PROPOSAL:**

**Shall the Board of Trustees of the Nye County School District, Nevada, be authorized to incur a general obligation indebtedness on behalf of the District by the issuance at one time, or from time to time, of the District's general obligation school bonds, in one series or more, in the maximum aggregate principal amount of \$12,455,000 for the purpose of acquiring, constructing, improving and equipping school facilities within the District until November**

**7, 2016 by constructing or purchasing new buildings for schools, enlarging, remodeling or repairing existing buildings or grounds, acquiring sites for building schools or additional real property for necessary purposes related to schools, and purchasing necessary furniture and equipment for schools, such bonds to mature commencing not later than five (5) years from the date or respective dates of the bonds and ending not later than thirty (30) years therefrom, payable from general (ad valorem) taxes, and to be issued on or before November 7, 2016 and sold at, above, or below par at an effective interest rate (including any sale discount) not exceeding the statutory maximum rate, if any, as shall be determined at the time of the sale thereof, and otherwise to be issued in such manner, upon such terms and conditions, with such covenants and agreements, and with such other detail as the Board of Trustees may determine, including at its option but not necessarily limited to provisions for the redemption of bonds prior to maturity without or with the payment of a premium?**

(the "Proposal"); and

**WHEREAS**, subsection 1 of NRS 350.014 provides, in relevant part, as follows:

"1. Before any proposal to incur a general obligation debt . . . may be submitted to the electors of a municipality, before any issuance of general obligations bonds pursuant to subsection 4 of NRS 350.020 or before any other formal action may be taken preliminary to the incurrence of any general obligation debt, the proposed incurrence or levy must receive the favorable vote of two-thirds of the members of the commission of the county in which it is situated."

and

**WHEREAS**, subsection 1 of NRS 350.0145 provides, in relevant part, as follows:

"1. The governing body of the municipality proposing to incur general obligation debt . . . shall notify the secretary of each appropriate commission, and shall submit a statement of its proposal in sufficient number of copies for each member of the commission."

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES  
OF NYE COUNTY SCHOOL DISTRICT, NEVADA:**

Section 1. All action, proceedings, matters and things heretofore taken, had and done by the Board, and the officers thereof (not inconsistent with the provisions of this resolution) concerning the proposed issuance of general obligation school bonds, in one or more series, in the maximum aggregate principal amount set forth in the Proposal (the ABonds@) be, and the same hereby is, ratified, approved and confirmed.

Section 2. The Board hereby finds and determines in accordance with NRS 350.020(4) that the existing tax for debt service in the District (58.5 cents per \$100 assessed value) will at least equal the amount required to pay the principal and interest on the outstanding general obligations of the District and the Bonds.

Section 3. The District Clerk hereby is authorized and directed to immediately cause the notification of the Secretary of the Nye County Debt Management Commission of the District's Proposal and to cause to be submitted to said Secretary a statement of the Proposal in sufficient number of copies for each member of the Commission.

Section 4. The Superintendent or the Chief Financial Officer of the District is hereby authorized to amend the statement of current and contemplated general obligation debt, the debt management policy and the capital improvement plan of the District in accordance with the provisions of this resolution and NRS 350.013; file the statement, policy and plan with the State of Nevada Department of Taxation and the Nye County Debt Management Commission; and to notify the Debt Management Commission that, upon approval of the Proposal by the Debt Management Commission, the Board intends to issue Bonds.

Section 5. This is a declaration of official intent under Section 1.150-2 of the Regs.

Section 6. In order to permit the Board to reimburse itself for prior expenditures relating to the projects financed with the proceeds of one or more series of Bonds (the AProject@), the interest on which will be excluded from gross income for federal income tax purposes, the Board hereby determines and declares that:

(a) The maximum aggregate principal amount of the Bonds expected to be issued for the Project is as set forth in the Proposal;

(b) The Board reasonably expects to incur expenditures with respect to the Project prior to the issuance of one or more series of the Bonds and to reimburse those expenditures from the issuance of the Bonds;

(c) The payment of costs related to the Project and the reimbursement of such costs from the proceeds of the Bonds is consistent with the Board's budgetary and financial circumstances as of the date of this resolution. The Board does not currently have moneys which are, nor does the Board reasonably expect moneys to be, allocated on a long-term basis, reserved or otherwise available pursuant to the Board's budget to pay the expenditures which the Board intends to reimburse.

Section 7. The officers of the District are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution, including without limitation, if determined by the Superintendent or the Chief Financial Officer to be necessary: (a) filing an application with the State of Nevada for the State Guarantee Program for school districts or providing financial information regarding the District to municipal bond insurers; (b) assembling financial and other information concerning the District and the Bonds, and (c) preparing and circulating official statements for the Bonds, and preparing and circulating a preliminary official statement, notice of bond sale for the Bonds, or both, in the forms specified by the Superintendent or the Chief Financial Officer. The Superintendent or the Chief Financial Officer is authorized to deem preliminary official statement to be "final" official statement on behalf of the District for the purposes of Rule 15c2-12 of the Securities and Exchange Commission.

Section 8. The Superintendent or the Chief Financial Officer shall, after arranging for the sale of the Bonds, present the proposed terms of the sale to the Board for its approval by adoption of a bond resolution and if applicable, the guarantee agreement with the State.

Section 9. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 10. If any section, paragraph, clause or other provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such

section, paragraph, clause or other provision shall not affect any of the remaining provisions of this resolution.

Section 11. This resolution shall become effective and be in force immediately upon its adoption.

Passed and adopted this December 11, 2008.

(SEAL)

---

President

Attest:

---

Clerk

**STATE OF NEVADA**                    )  
   )  
**COUNTY OF NYE**                    ) **ss.**  
   )  
**NYE COUNTY SCHOOL**                )  
**DISTRICT**                                )

I am the duly chosen and qualified Clerk of Nye County School District (herein "District"), Nevada, and in the performance of my duties as Clerk do hereby certify:

1. The foregoing pages constitute a true, correct and compared copy of a resolution adopted at a meeting of the Board of Trustees (the "Board") held on December 11, 2008, and the original of such resolution has been approved and authenticated by the signature of the President of the Board and myself as Clerk, and has been recorded in the minute book of the Board kept for that purpose in the office of the District, which record has been duly signed by such officers and properly sealed.

2. The members of the Board were present at such meeting and voted on the passage of such resolution as follows:

Those Voting Aye:	Mike Floyd Edna Jean Forsgren Dennis Keating J. E. McNeely Kevin S. Pape Harold Tokerud Tracie Ward
Those Voting Nay:	_____ _____ _____
Those Absent:	_____ _____

3. All members of the Board were given due and proper notice of such meeting.

4. Public notice of such meeting was given and such meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice of meeting containing the time, place, location and an excerpt from the agenda for the meeting relating to the

resolution, as posted at least 3 working days in advance of the meeting at the Board's office, the District's website, if any, and at:

- (i) Nye County School District Office  
Tonopah, Nevada
- (ii) Nye County School District Office  
Pahrump, Nevada
- (iii) U.S. Post Office  
Tonopah, Nevada
- (iv) Office of The Central Nevada Newspapers  
Tonopah, Nevada
- (v) Nye County Courthouse  
Tonopah, Nevada

is attached as Exhibit "A".

5. At least 3 working days before such meeting, such notice was mailed to each member of the Board and to each person, if any, who has requested notice of meetings of the Board in accordance with Chapter 241 of NRS.

**IN WITNESS WHEREOF**, I have hereunto set my hand this December 11, 2008.

---

Clerk

Exhibit A

(Attach Copy of Notice of Meeting)

**NYE COUNTY SCHOOL DISTRICT  
BOARD RESOLUTION NO. 08-09 - 2  
December 11, 2008**

**WHEREAS**, the Board of Trustees of the Nye County School District, at a regular meeting held on December 11, 2008 determine that the public interest requires the creation of the following funds:

Fresh Fruit and Vegetables Program                      State Support Team Substitutes

and the following findings of fact determine this:

- A. The source of funds is from a federal, state or local agency grant, or sale of bonds.
- B. The primary purpose of the funds is specified within the individual grant documents, and funds may only be used for the purpose authorized by the issuing agency.
- C. The short and long-term plans for expenditures within each fund are the accomplishment of the stated goals and objectives of the specific grants.
- D. It is not anticipated that there will be any reserves in these funds. However, should there be a balance at the end of a fiscal year, then disposition will be determined by the appropriate funding agency.
- E. It is not anticipated that there will be any deficiency in these funds. However, should there be a deficiency, it will be covered by the general fund.
- F. Should a balance or reserve occur in these funds, its reasonableness or necessity will be determined by the appropriate funding agency.

**WHEREAS**, proper notice was given of the intention to act upon the Resolution Authorizing the Creation of a Fund,

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the Board of Trustees of the Nye County School District hereby approves the creation of the above funds for the purposes stated above.

**IT IS FURTHER RESOLVED** that the clerk forward the necessary documents to the Executive Director, Department of Taxation, 1550 E. College Parkway, Suite 115, Carson City, Nevada 89706.

**PASSED AND ADOPTED** this eleventh day of December, 2008 by the Governing Body consisting of seven members.

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Absent: \_\_\_\_\_

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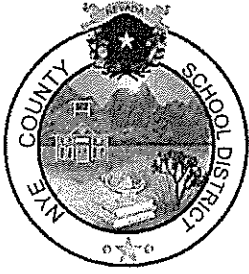
President, Board of Trustees  
Nye County School District

ATTEST:

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Clerk, Board of Trustees

Fresh Fruit and Vegetable Program	Provides fresh fruits and vegetables to students outside of the school breakfast and lunch program at no cost to the students. Schools that are participating are JG, Hafen, Manse, Gabbs, Amargosa, & Beatty.
State Support Team Substitutes	To provide 4 - 1/2 day substitutes to cover for a highly qualified teacher to participate on the State Support Team for RCMS.



# Nye County School District

Office of the County Superintendent  
P.O. Box 113  
Tonopah, Nevada 89049  
Phone 775-482-6258  
Fax 775-482-8573

Southern Administration Office  
484 S. West Street  
Pahrump, Nevada 89048  
Phone 775-727-7743  
Fax 775-727-7768

**BOARD OF TRUSTEES**  
Dennis Keating, President  
J. E. "Doc" McNeely, Vice Pres.  
Tracie Ward, Clerk  
Mike Floyd  
Edna Jean Forsgren  
Kevin Pape  
Harold Tokerud

Dr. William E. "Rob" Roberts  
Superintendent

**Raymond Ritchie**  
Chief Financial &  
Administrative Officer

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Corr:155:08

December 1, 2008

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TO: Board of Trustees  
FROM: Raymond Ritchie, Chief Financial & Administrative Officer  
RE: Request Approval of Resolution and additional attachments

As required by law, the IRS has instructed all entities that provide 403(b) and 457 plans to adopt a Plan Document prior to January 2009.

Please find enclosed for your approval the following documents:

- Board Resolution: Adopting a 403(b) Plan Document
- Adoption Agreement
- 403(b) Investment Provider Service Agreement
- 403(b) Plan Document

If you have any questions, please contact my office.

RR:ro

Cc: Dr. Roberts, Superintendent

**Board Resolution: Adopting a 403(b) Plan Document**

In response to recently released IRS regulations establishing a requirement for written documentation of the 403(b) tax sheltered annuity program offered to employees of [Insert Name of School District] (the "District"), the District wishes to adopt the plan document, consisting of the 403(b) Plan Document For Public Education Organizations and the Adoption Agreement For 403(b) Plan Document For Public Education Organizations (both of which are referred to hereinafter as the "Plan Document"), a copy of which is attached to this resolution. The Plan Document is based on model language released by the IRS for such purpose.

**RESOLVED**, that the Board does hereby adopt the Plan Document which will, at all times, conform to the requirements of Section 403(b) of the Internal Revenue Code and applicable regulations.

**FURTHER RESOLVED** that it is the intention of the Board that the 403(b) program will conform with all federal and state statutory and regulatory requirements applicable to 403(b) plans, except that the program set forth above shall not be subject to the requirements of Title I of ERISA because the employer is exempted from such requirements.

**FURTHER RESOLVED** that the Board authorizes Raymond Ritchie, Chief Financial & Administrative Officer, to act on the Board's behalf with respect to this plan, and to take any and all actions necessary or desirable to implement, maintain and administer the plan set forth above in accordance with the Board's intentions, and all applicable state and federal laws.

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Dated: \_\_\_\_\_ (No later than December 31, 2008)

ADOPTION AGREEMENT

Nye County School District hereby adopts the 403(b) Plan Document for Public Education Organizations plan document (the "Plan") as modified by this Adoption Agreement and agrees that the following provisions shall be incorporated as part of the Plan document.

EMPLOYER INFORMATION

Name of Employer: Nye County School District

Federal Tax ID: 88-6001054

Employer's Address: 484 S. West Street, Pahrump, NV 89048

Telephone Number: 775-727-7743 ext. 234 Fax: 775-727-7768

Contact Person: Raymond Ritchie

Telephone/Extension: 775-727-7743 ext. 234 E-mail rritchie@nye.k12.nv.us

Type of Organization:

- X K-12 Public School Community College Public College/University

Note: If Employer is not a public education organization, this document may not be used.

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PLAN INFORMATION

1. Name of Plan: Nye County School District's 403(b) Plan

2. Effective Date: This Adoption Agreement:

- X Establishes a Plan effective as of January 1, 2009 (the "Effective Date") and is the first 403(b) plan document established by the Employer.
Amends and restates a previously established 403(b) Plan document of the Employer. The effective date of this amended Plan is (the "Effective Date").

Default Construction Rule: If no box is checked, that feature is NOT included in the Plan.

3. Eligibility: Under the Plan document, ALL common law employees except student teachers are immediately eligible to make contributions under the Plan, unless an exception is indicated below. Eligibility for Employer Contributions is based on applicable employment agreements or collective bargaining agreements to which an employee is subject, or as determined by the Employer from year to year.

Employers that participate in External Plans may have additional eligibility requirements established by the plan(s). See Appendix 3 for additional conditions, if any, applicable for ORP contribution. Employees that participate in the Supplemental 403(b) Program will have different eligibility requirements which are described in the plan document that establishes the Supplemental 403(b) Plan.

The following employees are excluded from participating in the Plan:

- Employees who normally work fewer than hours per week (must be 20 or less and generally equivalent to 1,000 hours or less in a working year except as otherwise provided under applicable 403(b) regulations.
Employees who are participants in another plan sponsored by the Employer that permits salary reduction contributions described under Section 403(b)(12)(A) of the Code.

Note: Excluding any employees will greatly increase the risk of violating the "universal availability" requirements of Section 403(b)(A)(ii) of the Code which may result in complete Plan failure.

**4. Contributions:**

Employee Contributions (in addition to pre-tax Elective Deferrals):

- Roth 403(b) Contributions are NOT permitted under the Plan.
- Roth 403(b) Contributions to the Plan are permitted beginning on \_\_\_\_\_. If Roth 403(b) Contributions are permitted to the Plan, direct rollovers from other Roth 403(b) or 401(k) plans  are  are not accepted into the Plan.

Employer Contributions, if any:

- No Employer Contributions will be made.
- Employer Contributions will be made in accordance with applicable employment agreements and collective bargaining agreements, or as may be determined from year to year by the Employer.
- Other (Describe) \_\_\_\_\_
- External Plan Contributions will be made as indicated below (See Section 2.2(d)):
- ORP (Optional Retirement Plan) contributions will be made under the Plan. By checking this box, Employer understands that the provisions of Section 11 of the Plan apply. Appendix 3 must be completed.
- Supplemental 403(b) Program contributions will be made under the Plan. By checking this box, Employer understands that the provisions of Section 12 of the Plan apply. The Supplemental 403(b) Program is described in the document entitled \_\_\_\_\_ Plan

**5. 15 Years of Service Catch Up Contributions:** The Plan will  or will not  permit employees with 15 years of service with the Employer that satisfy the conditions for the Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service (Section 3.2 of the Plan) to increase their Elective Deferrals limitation.

**6. Investment Options:** Any Annuity Contracts and/or Custodial Accounts that meet the requirements of Section 403(b) of the Code offered by the organizations listed on Appendix 1 are authorized as Vendors under the Plan.

**7. Exchanges Within the Plan:** The Plan will  or will not  permit Participants to make Exchanges. If permitted, Exchanges may occur between:

- Those Vendors listed on Appendix 1 only (Vendors authorized to maintain current payroll slots).
- Those Vendors listed on Appendix 1 and from Vendors not listed on Appendix 1 to Vendors listed on Appendix 1. Exchanges to Vendors not listed on Appendix 1 are not permitted.
- Those Vendors listed on Appendix 1 and any other Vendor offering annuity contracts and/or custodial accounts that satisfy the requirements of Section 403(b) of the Code and execute the information sharing agreement provided by Employer for purposes of satisfying applicable compliance requirements. Administrator will maintain a list of Vendors that have executed information sharing agreements and will make this list available to Vendors (Appendix 2).

**8. Transfers Into the Plan:** The Plan will  or will not  accept Transfers from another employer's 403(b) plan.

**9. Transfers From the Plan:** The Plan will  or will not  permit Transfers from the Plan to another employer's 403(b) plan, if requested by a former Participant.

**10. Financial Hardship Distributions:** Hardship Distributions are  or are not  available under the Plan.

**11. Loans:** Loans are  or are not  available under the Plan subject to availability and any additional conditions that may apply under a Participant's 403(b) Individual Agreement(s).

Note: The Plan prohibits loans to any Participant who has previously defaulted on a loan from any retirement or deferred compensation plan sponsored by the Employer.

**12. Beneficiary Rights.** A Beneficiary of a deceased Participant's Account  may, or may not  designate his/her own Beneficiary.



APPENDIX 1

Authorized Vendors under the Plan Are:

American Fidelity Assurance Co.

3505 E. Flamingo Road

Suite #6

Las Vegas, NV 89121

Valic

2030 E. Flamingo

Suite #145

Las Vegas, NV 89119

ING

1575 Delucchi Ln, Ste. 115

Reno, NV 89502

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**Important Note:**

**As provided under the Plan, any authorized Vendor named above agrees to share information necessary for compliance purposes with Employer, an Administrator and/or with any other 403(b) provider as may be required or desirable to facilitate compliance with the Plan and all applicable laws and regulations.**

This Appendix is dated: \_\_\_\_\_



APPENDIX 3

If ORP participation is indicated in item 4, the terms of the ORP program(s) in which Employer participates, if any, are incorporated herein by reference and are included as part of this Plan. Where the ORP includes provisions that are inconsistent with the Plan features selected in this Agreement, the ORP provisions shall govern, as applicable, only to those provisions that are exclusive to the ORP.

ORP contributions may be invested only in Funding Vehicles established with the following vendors:

- The same Vendors listed on Appendix 1
  - The vendors authorized by the ORP statute or other authorizing legislative or regulatory authority.
  - The vendors listed below labeled "ORP Authorized Vendors"
  - Other (describe) \_\_\_\_\_
- 

ORP Authorized Vendors

Name of Organization

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**Important Note:**

**As provided under the Plan, any organization named above agrees to share information necessary for compliance purposes with Employer, an Administrator and/or with any other 403(b) provider as may be required or desirable to facilitate compliance with the Plan and all applicable laws and regulations.**

This Appendix is dated: \_\_\_\_\_

## 403(b) Investment Provider Service Agreement

WHEREAS the Nye County School District (the "Plan Sponsor") maintains a retirement plan under Internal Revenue Code ("IRC") Section 403(b) (the "Plan") and wishes to offer multiple investment products and services to participants in the Plan and,

WHEREAS the insurance company, mutual fund provider or the mutual fund provider's custodian ( the "Provider") designated on the signature page of this Agreement ("Agreement") has offered to provide annuities and/or custodial accounts ("Accounts") that qualify under IRC Section 403(b) to participants under the Plan; and

WHEREAS the Plan Sponsor has named or will name the Provider as an authorized product provider under the Plan's document.

The parties agree to the following:

PROVIDER DUTIES AND RESPONSIBILITIES. The Provider shall:

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1. Accounts: Be responsible for:
  - a. Conforming to the terms of the Plan and executing all transactions related to Plan Accounts under applicable regulations established by the Internal Revenue Service (IRS) including, but not limited to, all contributions, distributions, transfers, QDROs, exchanges and rollovers allowable under the Plan and subject to the prior approval of the Plan Sponsor or the designated plan administrative service provider ("Administrator"). **Current Plan Document and Adoption Agreement included as Attachment A.**
  - b. Reporting applicable state and federal income tax for all distributions under the Plan;
  - c. Notifying all participants of required minimum distributions under IRS regulations;
  - d. Providing required notices of rollover distribution to participants;
  - e. Processing corrective distributions of excess deferral contributions and properly track, report and/or distribute excess 415(c) contributions in accordance with applicable IRS regulations where such excess distributions have been identified by the Plan Sponsor or the Administrator;
  - f. Providing all participant account information relevant to the Plan to the Plan Sponsor or the Administrator electronically every 30 days, or at a frequency agreed to by both parties, and in the event of a federal or state income tax audit.
2. Forms: Utilize the standardized Salary Reduction Agreement (SRA) and any other supporting enrollment documents provided by the Plan Sponsor.
3. Investment Products: Market only the specific investment product(s) and services authorized by the Plan Sponsor. Any modifications to authorized investment products must be presented to and approved by the Plan Sponsor prior to any offering under the Plan.
4. Competitive Pricing/Performance: Agree to exert its best efforts to maintain competitive pricing and performance standards with regard to the investment products offered under the Plan.
5. Solicitation: Comply, and cause all service representatives to comply, with all written directives regarding the solicitation of employees of the Plan Sponsor. Provider also agrees to periodically disclose the names, contact information and evidence of licensure, permits, registrations or insurance coverage maintained for all representatives assigned to the Plan at the request of the Plan Sponsor. The Provider shall require all local soliciting and servicing representatives to maintain the following permits, licenses and insurance coverage required by the Plan Sponsor and/or State authorities.

- a. Appropriate State and /or Federal licensure for insurance and/or securities products,
  - b. State permits or registration as required for visitation at public school locations,
  - c. Business Errors and Omissions coverage of \$1,000,000 minimum.
6. **Plan Administration Fees:** Agree to remit Plan Provider fees, if any, on a timely basis as assessed by the Plan Sponsor and/or Administrator. **Current Plan Administration Agreement and provider fee listing included as Attachment B.**
  7. **Indemnification:** Agree to indemnify and hold harmless the Plan Sponsor, including any individual member of the governing board, and Employees from every claim, demand or suit which may arise out of, be connected with, or be made by reason of the negligence of the Provider, or the failure of the Provider to meet the requirements of this Agreement. Notwithstanding the preceding sentence, this indemnification shall not cover any claim, demand or suit based on erroneous information provided by the Plan Sponsor or Employees or their willful misconduct or negligence. Provider, at its own expense and risk, shall defend, or at its option, settle any court proceeding that may be brought against the Plan Sponsor, including members of the governing board, and Employees, on any claim, demand or suits covered by this indemnification, and shall satisfy any judgment that may be rendered against any of them with respect to any such claim or demand, provided that Plan Sponsor notifies Provider, in writing, within twenty (20) business days of receipt of such claim or demand. Provider's liability hereunder shall be limited to actual damages and out-of-pocket legal fees and expenses only.
  8. **Privacy.** Provide to the Plan Sponsor, and upon request, to any employee or Plan participant, documentation of Provider's privacy policies.

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**PLAN SPONSOR DUTIES AND RESPONSIBILITIES.** The Plan Sponsor shall:

1. **Plan Document:** Certify that it is eligible to offer programs under IRC Section 403(b) and maintain a written plan in accordance with applicable Internal Revenue Service (IRS) regulations and that among other provisions will name the Provider as an authorized vendor of products for participants, subject to Provider's execution of and compliance with this Agreement.
2. **Investment Providers:** Identify and make available to all employees and providers a current list of authorized vendors of product available under the Plan.
3. **Contributions:** Transmit all contributions to Provider in a manner designed to ensure accurate crediting to participant Accounts on a timely basis and consistent with applicable IRS regulations;
4. **Plan Sponsor Contributions:** Transmit and provide a listing of any participants for which the Plan Sponsor makes non-elective employer contributions and the amounts allocated to each participant with each remittance.
5. **Administrator:** Agree to notify the Provider of any specific administrative responsibilities that are allocated to Administrator and, by so notifying Provider, authorize the Provider to share necessary plan information with Administrator in a manner consistent with applicable IRS regulations and requirements under this Agreement and to follow instructions provided to Provider by Administrator as a representative of the Plan Sponsor.

**BOTH PARTIES AGREE** that the following terms and conditions are included as part of this Agreement:

1. **Information Sharing:** That each party, or their authorized representatives, shall exchange information necessary for compliance with the requirements of IRC Section 403(b) and any other applicable laws and regulations. Information includes, but is not limited to information on employment status, contributions and transactions made to or from other 403(b) contracts/accounts under the Plan, information on other exchanges, loans and hardship withdrawals, (as permitted under the 403(b) Plan), qualified domestic relations orders, transfers

and any other information necessary to facilitate activities permitted under the terms of the 403(b) Plan or tax compliance and reporting

2. Exclusive Services. Except as otherwise agreed to in writing between the parties, this Agreement and the underlying agreements establishing the Accounts are the exclusive arrangement between the parties for services under the Plan and the terms of this Agreement do not extend beyond this Agreement. Neither party shall have any other obligations or liabilities not specified herein unless otherwise agreed to in writing.
3. Confidentiality: Each party shall maintain the confidentiality and/or privacy of all information about participants or employees provided by the Plan Sponsor, Administrator or Provider. All information shared or exchanged between Plan Sponsor, Administrator and/or Provider relating to activities required under this Agreement shall only be communicated to the Provider, Plan Sponsor or Administrator unless otherwise required by law, valid court order or as may be required as part of an inquiry or audit by a governmental regulatory agency.
4. Not Legal Advice. The parties agree that no service provided by the terms of this Agreement or under the Plan is to be construed as individual legal or tax advice to participants, nor to either party.
5. Term of the Agreement. This Agreement shall continue from year to year unless terminated by 62 either party, in writing, by no less than sixty (60) days written notice.
6. Applicable Law. This Agreement shall be construed under the laws of the state where Plan Sponsor's principle office resides, unless pre-empted by federal law. Any litigation with respect to the terms or conditions of the Agreement will be conducted under such state's jurisdiction and the parties agree that venue lies therein.
7. Severability. Each party agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect. If any term or provision of this Agreement shall be found to be illegal or unenforceable then, notwithstanding, the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

By executing this Agreement, dated \_\_\_\_\_ each party acknowledges that it has read this Agreement and agrees to its terms.

AGREED TO:

Plan Sponsor: **Nye County School District**  
Address: **484 S. West Street**  
**Pahrump, Nevada 89048**

Service Provider:  
Address:

By: \_\_\_\_\_  
Authorized Representative

By: \_\_\_\_\_  
Authorized Representative

Title: Chief Financial & Administrative Officer

Title: \_\_\_\_\_

**ATTACHMENT A**

**Plan Document and Adoption Agreement**

## ATTACHMENT B

## Plan Administration Agreement

This Administrative Agreement (hereinafter "Agreement") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by TSA Consulting Group, Inc. ("TSA") and Nye County School District (Plan Sponsor").

WHEREAS, Plan Sponsor has established a  403(b) Plan and/or a  457(b) Plan and is authorized to appoint service providers; and

WHEREAS, Plan Sponsor desires to appoint TSA as the administrator of the Plan(s) established and indicated herein; and

WHEREAS, TSA is authorized to accept the appointment as administrator and desires to provide such services subject to the terms and conditions set forth herein;

NOW THEREFORE, the parties agree as follows:

### 1.0 Designation of TSA as Administrator.

Plan Sponsor hereby appoints TSA as Administrator of the plan(s) established and indicated herein.

### 2.0 Responsibilities of TSA. TSA will provide the recordkeeping and related plan administrative services, 64 which services shall include the following:

2.1 Plan Documents: TSA will provide appropriate Plan Documents to the Plan Sponsor, for review and approval. These documents shall govern the plan(s).

2.2 Meaningful Notice: TSA will assist the Plan Sponsor in developing and distributing employee communications material including specific information on eligibility and enrollment procedures. These communications shall be developed and distributed at least once each calendar year.

2.3 Forms and Procedures: TSA will develop standardized administrative forms for use by the Plan Sponsor and participants for the purposes of enrollment and asset transactions under the Plan(s).

2.4 Participant Records: TSA will establish and maintain a record for each participant reflecting the date, amount and type of each transaction in the participant's account based on information provided to TSA from the Plan Sponsor, employees and product providers. Records maintained by TSA shall include all information necessary to comply with applicable regulations, rulings and procedures established by the Internal Revenue Service for the plan types indicated herein. The Plan Sponsor will determine eligibility requirements for employees and TSA shall be entitled to rely on the Plan Sponsor's eligibility determinations.

2.5 Participant Inquiries: TSA will provide adequate access to participants regarding their records and transactions recorded by TSA. Access shall include, at a minimum, customer service representatives during normal business hours to assist participants with information and transactions under the Plan(s).

2.6 Aggregation of Data: TSA will assist the Plan Sponsor with the development and execution of agreements between the Plan Sponsor and each investment product provider under the Plan(s) regarding the sharing and aggregation of participant data necessary to facilitate recordkeeping and administration duties for the Plan(s). TSA will exercise its best efforts to cooperate with each provider that maintains participant accounts under the Plan(s) that are subject to the recordkeeping requirements of applicable Internal Revenue Service regulations, rulings and procedures.

2.7 Plan Sponsor Reports: TSA will prepare Plan reports as necessary for the Plan Sponsor including, yet not limited to, contribution auditing and excess contribution corrections.

2.8 Technical Assistance: TSA will provide technical and consulting assistance to the Plan Sponsor upon request and under terms mutually agreeable between TSA and the Plan Sponsor.

2.9 Other Assistance: TSA will provide other assistance to the Plan Sponsor upon mutual agreement between both parties.

### 3.0 Responsibilities of the Plan Sponsor. Plan Sponsor acknowledges that it is responsible for the following:

3.1 Plan and Participant Data: Plan Sponsor will provide all necessary plan and participant data required by TSA to accomplish proper plan administration duties including, yet not limited to, plan documents, policies and procedures, contribution history and all other data as may be reasonably requested by TSA.

3.2 Fee Billing and Payment: Plan Sponsor agrees that TSA will charge fees for its services in accordance with the Plan Administration Fee Schedule below. The fee schedule shall remain in effect for a term identical to the term of the Primary Consulting Agreement in effect between TSA and the Plan Sponsor, under which TSA is providing recordkeeping services. Any changes to the fee schedule will subject to mutual agreement between TSA and the Plan Sponsor and require notice of at least sixty (60) days prior to the change effective date.

**4.0 Miscellaneous.**

4.1 Termination: Plan Sponsor or TSA may terminate this agreement at any time upon sixty (60) days prior written notice to the other party. TSA agrees to deliver to the Plan Sponsor or its designee, all records reasonably necessary for the continuing recordkeeping of the Plan.

4.2 Notices: Notices or other communications given pursuant to this agreement shall be hand delivered, mailed by first class mail service, addressed as follows, or as changed by notice:

a) To TSA: TSA Consulting Group, Inc.  
15 Yacht Club Drive NE  
Fort Walton Beach, FL 32548

b) To Plan Sponsor: Nye County School District  
484 S. West Street  
Pahrump, Nevada 89048

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4.3 Entire Agreement: Supplements and Amendments. This agreement generally constitutes the entire agreement between the parties, merging all prior presentations, discussions and negotiations. It may be modified by additional letter or other written agreements executed by each party contemporaneously with this agreement, which may modify its provisions or meanings. It may be further supplemented, but not modified, by TSA from time to time with written procedures that provide a description of the ordinary processes for the parties to fulfill their obligations hereunder, which shall not exclude extraordinary processing in appropriate situations that produces comparable results. Finally, this agreement may be amended at any time, but only by written agreement signed by all parties hereto.

4.4 Assignment: Some of the rights and duties of TSA hereunder may be assigned to an affiliate, or to any successor through merger, reorganization, or sale of assets. Some duties of TSA may be performed by others under subcontract, without the release of TSA for responsibility for such services. Otherwise, no party may assign this agreement nor any rights or duties hereunder without the prior written consent of the other party.

4.5 Governing Law: Except to the extent governed by federal law, this agreement shall be governed by and constructed according to the laws of the state where Plan Sponsor's principal office resides..

**PLAN ADMINISTRATION FEE SCHEDULE**

Plan Sponsor hereby agrees that TSA, in remuneration for administrative and recordkeeping services for the Plan(s) indicated in the Administrative Services Agreement and dated \_\_\_\_\_, 20\_\_\_\_ shall be entitled to collect the following fees from the Plan Sponsor and/or each authorized investment product provider under the plan:

**PLAN SPONSOR FEES:**

Plan Sponsor fees are designated in the above referenced Administrative Services Agreement between Plan Sponsor and TSA.

**INVESTMENT PRODUCT PROVIDER FEES:**

Recordkeeping – (Per Contributing Participant) \$ 0.00 per month

Required Provider Fees: Plan Sponsor further agrees and stipulates that each authorized investment product provider is required to pay the fees described herein directly to TSA unless otherwise modified by the Plan Sponsor upon notice to the investment product provider. Each authorized provider must agree to the fee schedule set forth herein as a condition of participation under the Plan(s). 66

Method of Payment: Investment Product Providers shall remit the fees described herein in a timely manner and according to a reasonable method of remittance as determined by TSA.

Basis for Invoicing – Provider Fees: TSA shall bill each Investment Product Provider monthly according to the number of participants that have active deferral arrangements with the Plan Sponsor each month. TSA may elect to accept the Providers determination of total fees and payment based upon the remittance records periodically received by the Provider from the Plan Sponsor. The Plan Sponsors’ payroll records shall be the final basis for any and all determination and/or reconciliation of Investment Product Provider fees by TSA.

Provider Discretion – Investment Product Pricing: The Plan Sponsor intends to maintain a high quality array of investment products and providers under the Plan for the benefit of participants. Plan Sponsor recognizes and agrees that Providers have sole discretion regarding the pricing of their investment products and the generation of revenue models sufficient to offset expenses related to participation in the Plan Sponsor Plan.

Plan Sponsor Reports: TSA shall be responsible for submitting reports to the Plan Sponsor regarding fees assessed to and collected from Investment Product Providers. TSA shall not attempt to collect any fees from Investment Product Providers other than those expressed in this fee schedule.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized representatives.

Effective Date: \_\_\_\_\_, 20\_\_\_\_.

PLAN SPONSOR:  
Nye County School District  
484 S. West Street  
Pahrump, Nevada 89048

ADMINISTRATOR:  
TSA CONSULTING GROUP, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Chief Financial & Administrative Officer

Title: \_\_\_\_\_

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# 403(b) Plan Document

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Nye County School District

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*Nye County School District*  
*403(b) Plan Document*

## **Preamble**

This plan document includes the IRS model language set forth in Rev. Proc. 2007-71 and has been modified to delete certain optional features and include provisions that were not included in the IRS model language. It is expected that school districts will, with the assistance of counsel, modify this plan document by selecting certain options as provided in the Adoption Agreement, the terms of which are incorporated into this plan document.

## **Section 1 – Definitions**

The following words and terms, when used in the Plan, have the meaning set forth below.

- 1.1. **Account** means the account or accumulation maintained for the benefit of any Participant or Beneficiary under an Annuity Contract or a Custodial Account.
- 1.2. **Account Balance** means the value of the aggregate amount credited to each Participant's Account under all Accounts, including the Participant's Elective Deferrals, the earnings or loss of each Annuity Contract or a Custodial Account (net of expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Section 6 for rollover contributions and plan-to-plan transfers made for a Participant, if such contributions are authorized under the Adoption Agreement, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in section 414(p)(8) of the Code).
- 1.3. **Administrator** means TSA Consulting Group, Inc. Notwithstanding this appointment, the Employer may delegate, by separate agreement, any administrative responsibilities hereunder to one or more persons, committees, Vendor, or other organization.
- 1.4. **Annuity Contract** means a nontransferable contract as defined in section 403(b)(1) of the Code, established for each Participant by the Employer, or by each Participant individually, that is issued by an insurance company qualified to issue annuities in the state in which the Employer or Participant, as applicable, resides and that includes payment in the form of an annuity.
- 1.5. **Beneficiary** means the designated person who is entitled to receive benefits under the Plan after the death of a Participant, subject to such additional rules as may be set forth in the Individual Agreements.
- 1.6. **Custodial Account** means the group or individual custodial account or accounts, as defined in section 403(b)(7) of the Code, established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan.

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- 1.7. **Code** means the Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.
- 1.8. **Compensation** means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election under Section 2 of the Plan made to reduce compensation in order to have Elective Deferrals under the Plan).
- 1.9. **Disabled** means the definition of disability provided in the applicable Individual Agreement.
- 1.10. **Elective Deferral** means the Employer contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation. Elective Deferrals are limited to pre-tax salary reduction contributions, unless the Employer has authorized Roth 403(b) Contributions on the Adoption Agreement that conform to the requirements of Section 10.
- 1.11. **Employee** means each individual, whether appointed or elected, who is a common law employee of the Employer performing services for a public school as an employee of the Employer. This definition is not applicable unless the Employee's compensation for performing services for a public school is paid by the Employer. Further, a person occupying an elective or appointive public office is not an Employee performing services for a public school unless such office is one to which an individual is elected or appointed only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a state or local government.
- 1.12. **Employer** means the public education organization identified in the Adoption Agreement as the Employer.
- 1.13. **Employer Contributions** means any non-elective contributions made to the Plan by the Employer as provided in the Adoption Agreement.
- 1.14. **Funding Vehicles** means the Annuity Contracts or Custodial Accounts issued for funding amounts held under the Plan and authorized by Employer for use under the Plan.
- 1.15. **Includible Compensation** means an Employee's actual wages in box 1 of Form W-2 for a year for services to the Employer, but subject to a maximum of \$230,000 (or such higher maximum as may apply under section 401(a)(17) of the Code) and increased (up to the dollar maximum) by any compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including any Elective Deferral under the Plan). The amount of Includible Compensation is determined without regard to any community property laws.
- 1.16. **Individual Agreement** means an agreement between a Vendor and the Employer or a Vendor and a Participant that constitutes or governs a Custodial Account or an Annuity Contract.
- 1.17. **Participant** means an individual for whom Elective Deferrals or other contributions permitted under the Plan are currently being made, or for whom such contributions have previously been made, under the Plan and who has not received a distribution of his or her entire benefit under the Plan.

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- 1.18. **Plan** means the name given to this Plan by the Employer in the Adoption Agreement and may include separate documents that govern special provisions if so indicated in the Adoption Agreement.
- 1.19. **Plan Year** means the calendar year.
- 1.20. **Related Employer** means the Employer and any other entity which is under common control with the Employer under section 414(b) or (c) of the Code. For this purpose, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.
- 1.21. **Roth 403(b) Contribution** means, if authorized in the Adoption Agreement, any contribution made by a Participant which is designated as a Roth 403(b) Contribution in accordance with Section 10 of the Plan that qualifies as a Roth 403(b) Contribution under section 402A of the Code.
- 1.22. **Severance from Employment** means severance from employment with the Employer and any Related Entity. However, a Severance from Employment also occurs on any date on which an Employee ceases to be an employee of a public school, even though the Employee may continue to be employed by a Related Employer that is another unit of the State or local government that is not a public school or in a capacity that is not employment with a public school (e.g., ceasing to be an employee performing services for a public school but continuing to work for the same State or local government employer).
- 1.23. **Vendor** means the provider of an Annuity Contract or Custodial Account, or any organization acting on their behalf under this Plan.
- 1.24. **Valuation Date** means each business day of the Plan Year.

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## Section 2 - Participation and Contributions

- 2.1. **Eligibility.** Unless otherwise provided in the Adoption Agreement, each Employee shall be eligible to participate in the Plan and elect to have Elective Deferrals made on his or her behalf hereunder immediately upon becoming employed by the Employer. However, an Employee who is a student-teacher (i.e., a person providing service as a teacher's aid on a temporary basis while attending a school, college or university) or a student-worker is not eligible to participate in the Plan.
- 2.2. **Contributions.** (a) Elective Deferral Contributions. An Employee elects to become a Participant by executing an election to reduce his or her Compensation (and have that amount contributed to the Plan as an Elective Deferral on his or her behalf) and filing it with the appropriate Administrator. This Compensation reduction election shall be made on the agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. The Administrator may establish an annual minimum deferral amount no higher than \$200, and may change such minimum to a lower amount from time to time. The participation election shall also include designation of the Funding Vehicles and Accounts therein to which Elective Deferrals are to be made. Any such election shall remain in effect until a new election is filed. Only an individual who performs services

for the Employer as an Employee may reduce his or her Compensation under the Plan. Each Employee will become a Participant in accordance with the terms and conditions of the Individual Agreements. Unless otherwise provided in the Plan or Adoption Agreement, all Elective Deferrals shall be made on a pre-tax basis. An Employee shall become a Participant as soon as administratively practicable following the date applicable under the employee's election.

(b) Roth 403(b) Contributions. If authorized in the Adoption Agreement and if permitted under an Employee's Individual Agreement(s), an Employee may elect to make Roth 403(b) Contributions to the Plan in accordance with Section 10 of the Plan. The Participant's election to make Roth 403(b) Contributions shall be made on the agreement provided by the Administrator and shall also include designation of the Funding Vehicles and Accounts therein to which Elective Deferrals are to be made. Any such election shall remain in effect until a new election is filed.

(c) Employer Contributions.

(1) If authorized in the Adoption Agreement, the Employer may make non-elective Employer contributions to Accounts of designated Employees. Employer contributions shall be determined in accordance with the Adoption Agreement. Contributions made under this Section 2.2(c) shall be deposited into each Participant's Account in accordance with Sections 2.4 and 2.5 of the Plan.

(2) Employer may make contributions into the 403(b) Accounts of former Employees, provided that any such contributions satisfy all of the following conditions:

A. Contributions may not be made later than the fifth calendar year following the year in which the former Employee ceased to be an Employee.

B. Contributions may not be made following the month of the former Employee's death.

C. Contributions shall be 100% vested at all times.

D. Contributions shall be based on "includible compensation" as defined in section 403(b)(3) of the Code as modified by IRS regulations and shall be subject to the limitations of section 415(c)(1) of the Code.

Subject to (2)B. above, amounts not contributed by Employer to any former Employee's 403(b) Account due to the contribution limitations of section 415(c) of the Code shall be contributed in the next Plan Year (and each succeeding Plan Year) until the Employer contributes all amounts due to Participant. No contributions may be made after the last day of the fifth year following the Plan Year in which the Participant's Severance from Employment occurred.

(d) External Plan Contributions. If authorized in the Adoption Agreement, Employer may make additional contributions to the Plan and permit Employees to make contributions in accordance with the terms of an Optional Retirement Plan and/or a Supplemental 403(b) Program. Contributions made under an external 403(b) plan shall be made in accordance with the requirements of the applicable plan as indicated on the Adoption Agreement.

2.3. **Information Provided by the Employee.** Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any

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changes, any information necessary or advisable for the Administrator to administer the Plan, including any information required under the Individual Agreements.

- 2.4. **Change in Elective Deferral Election.** Subject to the provisions of the applicable Individual Agreements, an Employee may at any time revise his or her participation election, including a change of the amount of his or her Elective Deferrals, a change in the allocation of his or her Elective Deferrals to reflect pre-tax or Roth 403(b) Contributions (if permitted under the Plan), and/or a change to previous investment directions. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Vendor.
- 2.5. **Contributions made Promptly.** Elective Deferrals under the Plan shall be transferred to the applicable Funding Vehicle within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant, unless an earlier date is required by applicable state law. Employer contributions shall be transferred to the applicable Funding Vehicle within a reasonable period of time but in no event later than thirty (30) days after the end of the Employer's standard work year for which such contributions were owed.
- 2.6. **Leave of Absence.** Unless an election is otherwise revised, if an Employee is absent from work by leave of absence, Elective Deferrals under the Plan shall continue to the extent that Compensation continues.

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### **Section 3 - Limitations on Amounts Deferred**

- 3.1. **Basic Annual Limitation.** Except as provided in Sections 3.2 and 3.3, the maximum amount of the Elective Deferral under the Plan for any calendar year shall not exceed the lesser of (a) the "applicable dollar amount" or (b) the Participant's Includible Compensation. The "applicable dollar amount" is the amount established under section 402(g)(1)(B) of the Code, which is \$15,500 for 2008, and is adjusted for cost-of-living after 2008 to the extent provided under section 415(d) of the Code.
- 3.2. **Special Section 403(b) Catch-up Limitation for Employees with 15 Years of Service.** If authorized in the Adoption Agreement, the applicable dollar amount under Section 3.1(a) for any "qualified employee" is increased (to the extent provided in the Individual Agreements) by the least of:
- (a) \$3,000;
  - (b) The excess of:
    - (1) \$15,000, over
    - (2) The total special 403(b) catch-up elective deferrals made for the qualified employee by the qualified organization for prior years; or
  - (c) The excess of:

- (1) \$5,000 multiplied by the number of years of service of the employee with the qualified organization, over
- (2) The total Elective Deferrals made for the employee by the qualified organization for prior years.

For purposes of this Section 3.2, a “qualified employee” means an employee who has completed at least 15 years of service taking into account only employment with the Employer.

- 3.3. **Age 50 Catch-up Elective Deferral Contributions.** An Employee who is a Participant who will attain age 50 or more by the end of the tax year is permitted to elect an additional amount of Elective Deferrals, up to the maximum age 50 catch-up Elective Deferrals for the year. The maximum dollar amount of the age 50 catch-up Elective Deferrals for a year is \$5,000 for 2008, and is adjusted for cost-of-living after 2008 to the extent provided under the Code.
- 3.4. **Coordination.** If the Adoption Agreement authorizes contributions under Section 3.2 of the Plan, amounts in excess of the limitation set forth in Section 3.1 shall be allocated first to the special 403(b) catch-up under Section 3.2 and next as an age 50 catch-up contribution under Section 3.3. However, in no event can the amount of the Elective Deferrals for a year be more than the Participant’s Includible Compensation for the year.
- 3.5. **Special Rule for a Participant Covered by Another Section 403(b) Plan.** For purposes of this Section 3, if the Participant is or has been a participant in one or more other plans under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code), then this Plan and all such other plans shall be considered as one plan for purposes of applying the Elective Deferral limitations of this Section 3. For this purpose, the Administrator shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another plan maintained by a Related Entity shall be taken into account for purposes of Section 3.2 only if the other plan is a section 403(b) plan.
- 3.6. **Correction of Excess Elective Deferrals.** If the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another plan of the Employer under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code for which the Participant provides information that is accepted by the Administrator), then the Elective Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant in accordance with applicable IRS guidance.

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- 3.7. **Protection of Persons Who Serve in a Uniformed Service.** An Employee whose employment is interrupted by qualified military service under section 414(u) of the Code or who is on a leave of absence for qualified military service under section 414(u) of the Code may elect to make additional Elective Deferrals upon resumption of employment with the Employer equal to the maximum Elective Deferrals that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under section 414(u) of the Code, this right applies for five (5) years following the resumption of employment (or, if sooner, for a period equal to three (3) times the period of the interruption or leave).
- 3.8. **Annual Contribution Limits.** The aggregate annual amount contributed into a Participant's Account shall not exceed the amount permitted under section 415(c) of the Code. If any Employer Contributions cause a Participant's 403(b) Contract to exceed the annual contribution limitation of section 415(c)(1) of the Code, the excess contributions shall be segregated and treated in a manner consistent with applicable IRS guidance on excess "annual additions."

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## Section 4 – Loans

- 4.1. **Loans.** If authorized in the Adoption Agreement, loans shall be permitted under the Plan to the extent permitted by and in accordance with the Individual Agreements controlling the Account assets from which the loan is made and by which the loan will be secured. An Employee who has previously defaulted on a loan from any retirement plan or deferred compensation arrangement sponsored by the Employer and who has not repaid the loan, in full, shall not be permitted to take a loan from his or her Account under the Plan.
- 4.2. **Information Coordination Concerning Loans.** Each Vendor is responsible for all information reporting and tax withholding required by applicable federal and state law in connection with distributions and loans. To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the Administrator shall take such steps as may be appropriate to coordinate the limitations on loans set forth in Sections 4.1 and 4.3, including the collection of information from Vendors, and transmission of information requested by any Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. The Administrator shall also take such steps as may be appropriate to collect information from Vendors and to transmit information to any Vendor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of the Employer.
- 4.3. **Maximum Loan Amount.** No loan to a Participant under the Plan may exceed the lesser of (a) or (b) below:  
(a) \$50,000, reduced by the greater of:

- (1) The outstanding balance on any loan from the Plan to the Participant on the date the loan is made or
- (2) The highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period).

(b) One half of the value of the Participant's vested Account Balance (as of the valuation date immediately preceding the date on which such loan is approved by the Administrator).

For purposes of this Section 4.3, any loan from any other plan maintained by the Employer and any Related Employer shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this paragraph.

- 4.4. **Loan Repayments for Employees in Military Service.** Notwithstanding any other provision of the Plan or any Annuity Contract or Custodial Account, loan repayments by eligible uniformed services personnel may be suspended as permitted under section 404(u)(4) of the Code and the terms of any loan shall be modified to conform to the requirements of the Uniformed Services Employment and Reemployment Rights Act.

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## Section 5 - Benefit Distributions

- 5.1. **Benefit Distributions at Severance from Employment or Other Distribution Event.** Except as permitted under Section 3.6 (relating to excess Elective Deferrals), Section 5.3 (relating to withdrawals of amounts rolled over into the Plan), or Section 5.4 (relating to Hardship Distributions), distributions from a Participant's Account may not be made earlier than the earliest of the date on which the Participant has a Severance from Employment, Dies, becomes Disabled, or Attains age 59½. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements.
- 5.2. **Minimum Distributions.** Each Individual Agreement shall comply with the minimum distribution requirements of section 401(a)(9) of the Code and the regulations thereunder. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of Treas. Reg. §1.408-8, except as provided in Treas. Reg. § 1.403(b)-6(e).
- 5.3. **In-Service Distributions from Rollover Account.** If the Funding Vehicles in which a Participant's Account is invested has established and maintains a separate account attributable to rollover contributions to the Plan and if permitted by the applicable Individual Agreement, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in such rollover account.

- 5.4. **Hardship Distributions.** If authorized under the Adoption Agreement, (a) hardship distributions shall be authorized under the Plan to the extent permitted by the Individual Agreements controlling the Account assets to be withdrawn to satisfy the hardship. No Elective Deferrals to any retirement or deferred compensation plan sponsored by the Employer shall be allowed during the six (6) month period beginning on the date the Participant receives a distribution on account of hardship.
- (b) No hardship distribution is permitted unless the Vendors agree to the exchange of information between the Administrator and the Vendors to the extent necessary to implement the Individual Agreements. Notwithstanding any Individual Agreement, the Plan only permits hardship distributions that satisfy the “safe harbor” standards with respect to establishing an immediate and heavy financial need (under Treas. Reg. §1.401(k)-1(d)(3)(iii)(B)). For purposes of satisfying the lack of other resources requirement (under Treas. Reg. §1.401(k)-1(d)(3)(iv)(E)), the Plan shall follow the provisions of the applicable Individual Agreements, except that all Participants shall suspend Elective Deferrals for a period of six (6) months following the date of the hardship distribution. Vendor shall notify Employer of any hardship distributions in order for the Employer to implement the resulting 6-month suspension of the Participant’s right to make Elective Deferrals under the Plan.
- 5.5. **Rollover Distributions.** (a) A Participant or the Beneficiary of a deceased Participant (or a Participant’s spouse or former spouse who is an alternate payee under a domestic relations order, as defined in section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant’s death was neither the spouse or former spouse of the Participant or alternate payee under a domestic relations order, a direct rollover is payable only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of section 408(d)(3)(C) of the Code).
- (b) Each Vendor shall be separately responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.
- 5.6 **Distributions From External Plans.** Employees participating in ORP and/or Supplemental 403(b) Plans may have different rules applicable to Distributions, Exchanges, Transfers and Loans from those plans. Distributions from an external 403(b) plan shall be made in accordance with the requirements of the applicable plan as indicated on the Adoption Agreement.
- 5.7 **Vesting.** All Accounts under the Plan are nonforfeitable at all times, except that the portion of a Participant’s Account that reflects any contributions made under an ORP or

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Supplemental 403(b) Retirement Program will be subject to the vesting requirements of that plan.

## Section 6 – Rollovers, Exchanges and Transfers

- 6.1. **Eligible Rollover Contributions to the Plan.** To the extent provided in the Individual Agreements, an Employee who is a Participant who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. Such rollover contributions shall be made in the form of cash only. The Vendor may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of section 402(c)(8)(B) of the Code. However, unless Roth 403(b) Contributions are authorized under the Adoption Agreement, in no event does the Plan accept a rollover contribution from a Roth elective deferral account under an applicable retirement plan described in section 402A(e)(1) of the Code or a Roth IRA described in section 408A of the Code.
- 6.2. **Eligible Rollover Distributions.** For purposes of Section 6.1, an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, except that an eligible rollover distribution does not include any installment payment payable over a period of ten (10) years or more, any distribution made as a result of a financial hardship or other distribution which is made upon hardship of the employee, or for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under section 401(a)(9) of the Code. In addition, for purposes of Section 6.1, an eligible retirement plan means an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, a qualified trust described in section 401(a) of the Code, an annuity plan described in section 403(a) or 403(b) of the Code, or an eligible governmental plan described in section 457(b) of the Code, that accept eligible rollover distributions.
- 6.3. **Separate Accounts.** Unless otherwise provided by the terms of applicable Individual Agreements, Vendors shall provide separate accounting for any eligible rollover distributions paid to the Plan.
- 6.4. **Plan-to-Plan Transfers to the Plan.** (a) If authorized under the Adoption Agreement, the Administrator may permit a transfer of assets to the Plan as provided in this Section 6.4. Such a transfer is permitted only if the other 403(b) plan provides for the direct plan-to-plan transfer of each Employee's interest therein to the Plan and the Participant is an Employee or former Employee of the Employer. The Administrator or any Vendor accepting a transfer may require such documentation from the other 403(b) plan as it deems necessary to effectuate the transfer in accordance with Treas. Reg. §1.403(b)-10(b)(3) and other applicable IRS guidance and to confirm that the other plan is a plan that satisfies section 403(b) of the Code.

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(b) The amount so transferred shall be credited to the Participant's Account Balance, so that the Participant or Beneficiary whose assets are being transferred has an accumulated benefit immediately after the transfer at least equal to the accumulated benefit with respect to that Participant or Beneficiary immediately before the transfer.

(c) To the extent provided in the Individual Agreements holding such transferred amounts, the amount transferred shall be held, accounted for, administered and otherwise treated in the same manner as an Elective Deferral by the Participant under the Plan, except that the Individual Agreement which holds any amount transferred to the Plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the Individual Agreement must impose restrictions on distributions that are not less stringent than those imposed on the transferor plan and the transferred amount shall not be considered an Elective Deferral under the Plan in determining the maximum deferral under Section 3.

6.5. **Plan-to-Plan Transfers from the Plan.** (a) If authorized under the Adoption Agreement, Participants and Beneficiaries may elect to have all or any portion of their Account Balance transferred to another plan that satisfies section 403(b) of the Code in accordance with Treas. Reg. § 1.403(b)-10(b)(3). A transfer is permitted under this Section 6.5(a) only if the Participants or Beneficiaries are Employees or former Employees of the Employer under the receiving plan and the other 403(b) plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for the Account of each Participant and Beneficiary after the transfer to at least equal the Account value immediately prior to the transfer.

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(b) The other 403(b) plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, it shall impose restrictions on distributions to the Participant or Beneficiary whose assets are transferred that are not less stringent than those imposed under the Plan. In addition, if the transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the Plan, the other plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

(c) Upon the transfer of assets under this Section 6.5, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 6.5 (for example, to confirm that the receiving plan satisfies section 403(b) of the Code and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to Treas. Reg. §1.403(b)-10(b)(3).

6.6. **Contract and Custodial Account Exchanges.** (a) If authorized in the Adoption Agreement, a Participant or Beneficiary is permitted to change the investment of his or her Account Balance among the Vendors under the Plan, subject to the terms of the Individual Agreements. The Adoption Agreement may also permit exchanges into the Plan from Funding

Vehicles that previously accepted contributions from the Employer but are not currently authorized Vendors under the Plan. Exchanges from the Plan to a Funding Vehicle not currently authorized to accept contributions from the Employer are not permitted. If the Adoption Agreement authorizes exchanges to a Vendor that is not eligible to receive contributions under Section 2, the conditions in paragraphs (b) through (d) of this Section 6.6 must be satisfied.

(b) The Participant or Beneficiary must have an Account balance immediately after the exchange that is at least equal to the Account Balance of that Participant or Beneficiary immediately before the exchange (taking into account the Account Balance of that Participant or Beneficiary under both section 403(b) Annuity Contracts or Custodial Accounts immediately before the exchange).

(c) The Individual Agreement with the receiving Vendor has distribution restrictions with respect to the Participant that are not less stringent than those imposed on the investment being exchanged.

(d) The Employer enters into an agreement with the receiving Vendor for the other contract or custodial account under which the Employer and the Vendor will from time to time in the future provide each other with the following information:

- (1) Information necessary for any current or former Vendor to which Plan contributions have been made in order to satisfy section 403(b) of the Code, including the following:
  - A. Employer shall provide information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in Section 5);
  - B. If hardship distributions are authorized in the Adoption Agreement, Vendor shall notify Employer of any hardship distribution under Section 5.4 of the Plan; and
  - C. Vendor shall provide information to the Employer or other Vendors concerning the Participant's or Beneficiary's Annuity Contracts or Custodial Accounts or qualified employer plan benefits (to enable a Vendor to determine the amount of any plan loans and any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship distribution rules of Section 5.4); and

(2) Information necessary for the resulting Annuity Contract or Custodial Account and any other 403(b) contract or custodial account to which contributions have been made for the Participant by the Employer to satisfy other tax requirements, including the following:

- A. The amount of any plan loan that is outstanding to the Participant in order for a Vendor to determine whether an additional Plan loan satisfies the loan limitations of Section 4.3, so that any such additional loan is not a deemed distribution under section 72(p)(1) of the Code; and
- B. Information concerning the Participant's or Beneficiary's Roth 403(b) Contributions and after-tax employee contributions in order for a Vendor to determine the extent to which a distribution is includible in gross income.

(e) If any Vendor ceases to be eligible to receive Elective Deferrals under the Plan, the Vendor shall enter into an information sharing agreement as described in Section 6.6(d) to the extent

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the Employer's relationship with the Vendor does not provide for the exchange of information described in Section 6.6(d)(1) and (2).

- 6.7. **Permissive Service Credit Transfers.** (a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in section 414(d) of the Code) that provides for the acceptance of Plan-to-Plan Transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account balance transferred to such defined benefit governmental plan. A transfer under this Section 6.7(a) may be made before the Participant has had a Severance from Employment.
- (b) A transfer may be made under this Section 6.7(a) only if the transfer is either for the purchase of permissive service credit (as defined in section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which section 415 of the Code does not apply by reason of section 415(k)(3) of the Code.
- (c) If a Plan-to-Plan Transfer under this Section 6.7 does not constitute a complete transfer of the Participant's or Beneficiary's interest in the transferor plan, the Plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

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## Section 7 - Investment of Contributions

- 7.1. **Manner of Investment.** All Elective Deferrals, Roth 403(b) Contributions, Employer Contributions or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.
- 7.2. **Investment of Contributions.** Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Annuity Contract or Custodial Account in accordance with the terms of the Individual Agreements. Transfers and exchanges among Annuity Contracts and Custodial Accounts may be made under this Section 7.2 as authorized under the Adoption Agreement and to the extent provided in the Individual Agreements as permitted under applicable Income Tax Regulations.
- 7.3. **Current and Former Vendors.** The Administrator shall maintain a list of all Vendors under the Plan. Such list is hereby incorporated as part of the Plan. Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy section 403(b) of the Code or other requirements of applicable law. If a Vendor is not eligible to receive Elective Deferrals, Roth 403(b) Contributions or Employer Contributions under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive Elective Deferrals

under the Plan and a Vendor holding assets under the Plan in accordance with Section 6.4 or 6.6), Employer shall keep Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

- 7.4 **Vendors for External 403(b) Plans**. Employees participating in ORP and/or Supplemental 403(b) Plans may have different Vendors authorized to accept contributions and hold Accounts under the external plan. The ORP or the Supplemental 403(b) Plan will identify authorized Vendors for purposes of those plans, which may be different than the Vendors authorized under the Plan.

## Section 8 - Amendments to the Plan

- 8.1. **Termination of Contributions**. The Employer has adopted the Plan with the intention and expectation that contributions will be continued indefinitely. However, the Employer has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.
- 8.2. **Amendment**. The Employer reserves the authority to amend this Plan at any time, provided that any amendment which reduces the contractual rights or benefits under an Individual Agreement shall apply prospectively only except as required under the Code and applicable regulations.

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## Section 9 – Miscellaneous

- 9.1. **Non-Assignability**. Except as provided in Section 9.2 and 9.3, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable.
- 9.2. **Domestic Relation Orders**. Notwithstanding Section 9.1, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any state ("Domestic Relations Order"), then the amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the Domestic Relations Order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish

reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the Domestic Relations Order.

- 9.3. **IRS Levy**. Notwithstanding Section 9.1, the Administrator may direct payment from a Participant's or Beneficiary's Account in the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.
- 9.4. **Tax Withholding**. Contributions to the Plan are subject to applicable employment taxes (including, if applicable, Federal Insurance Contributions Act (FICA) taxes with respect to Elective Deferrals and Roth 403(b) Contributions, which constitute wages under section 3121 of the Code). Any benefit payment made under the Plan is subject to applicable income tax withholding requirements (including section 3401 of the Code and the Employment Tax Regulations thereunder). A payee shall provide such information as the Administrator or Vendor may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.
- 9.5. **Payments to Minors and Incompetents**. If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid in conformity with applicable Annuity Contracts or Custodial Accounts. If the applicable Annuity Contracts or Custodial Accounts do not address the issue of payments to minors and incompetents, then the Administrator shall direct payment of the benefit to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.
- 9.6. **Mistaken Contributions**. If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one (1) year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned to the party that made the contribution.
- 9.7. **Procedure when Distributee cannot be Located**. The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. If, after sending the communication by certified mail to the last known address shown on the records of the Employer or the Administrator and not receiving a response within six (6) months, then the terms of the Funding Vehicle holding the Accounts of the Participant that govern payment of benefits to Participants and Beneficiaries who cannot be located shall be followed.

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- 9.8. **Incorporation of Individual Agreements.** The Plan, together with the Adoption Agreement and any Individual Agreements, is intended to satisfy the requirements of section 403(b) of the Code and the Income Tax Regulations thereunder. Terms and conditions of the Adoption Agreement and applicable Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Code. In such event, the Individual Agreements shall be interpreted, to the extent possible, in a manner to conform to the Plan and applicable requirements.
- 9.9. **Governing Law.** The Plan will be construed, administered and enforced according to the Code and the laws of the state in which the Employer has its principal place of business.
- 9.10. **Construction.** Headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof. Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.
- 9.11. **Indemnification.** If Employer appoints an Employee or a committee of Employees to act as the Administrator of the Plan, Employer shall indemnify any such Employee acting on its behalf in this capacity. Such individuals shall be indemnified from any and all liability that may arise by reason of his action or failure to act concerning this Plan, excepting any willful misconduct or criminal acts. 87
- 9.12. **No Employer Liability.** Employer shall have no liability for the payment of benefits under the Plan. Each Participant shall look solely to the providers of applicable Annuity Contracts and Custodial Accounts for receipt of payments or benefits under the Plan.

## **Section 10 – Roth 403(b) Contribution Provisions**

- 10.1. **General Application.** This Section 10 shall apply only if the Employer has elected to permit Roth 403(b) Contributions under the Plan as indicated on the Adoption Agreement.
- 10.2. **Roth 403(b) Contributions.** Participants may make Roth 403(b) Contributions to their Accounts under the Plan if authorized by the Employer on the Adoption Agreement. Unless otherwise provided, such contributions shall be treated as Elective Deferrals and are therefore subject to the requirements and limitations imposed by section 402(g) of the Code. A Participant's Roth 403(b) Contributions shall be allocated to a separate account maintained for such deferrals as described in Section 10.3.
- 10.3. **Separate Accounting Requirements.** Contributions and withdrawals of Roth 403(b) Contributions, and earnings or losses thereon, shall be credited and debited to each Participant's Account and shall be separately accounted for under each Employee's Account. Gains, losses, and other credits or charges shall be separately allocated on a reasonable and consistent basis for each Participant's Roth 403(b) Contributions. Except as provided in

Section 10.6, no contributions other than Roth 403(b) Contributions and properly attributable earnings may be credited to each Participant's Roth subaccount.

- 10.4. **Deposit Requirements.** Roth 403(b) Contributions shall be deposited with the applicable Funding Vehicles as soon as practicable in accordance with Section 2.5 of the Plan, unless an earlier date is required under state law.
- 10.5. **Direct Roth Rollovers from the Plan.** Notwithstanding Section 5.5 of the Plan, Participants may only make a direct rollover of a distribution of Roth 403(b) Contributions (and earnings thereon) to another 403(b) plan with Roth 403(b) Contribution features, to a Roth 401(k) plan with Roth contribution features or to a Roth IRA described in Section 408A of the Code, and only to the extent the Rollover is permitted under the rules of section 402(c) of the Code.
- 10.6. **Roth Rollovers into the Plan.** Notwithstanding Section 6.1 of the Plan, and unless otherwise indicated on the Adoption Agreement, direct rollovers of Roth 403(b) Contributions and Roth 401(k) Contributions and earnings thereon from another 403(b) plan with Roth 403(b) Contribution features or from a Roth 401(k) plan with Roth Contribution features are permitted, provided that the Funding Vehicles selected by a Participant will accept Roth 403(b) and/or 401(k) rollovers. Direct rollovers shall only be permitted if the transmitting plan satisfies the conditions set forth in section 402A(e)(1) of the Code and only to the extent the rollover is permitted under the rules of section 402(c) of the Code.
- 10.7. **Correction of Excess Deferrals.** Excess Deferrals shall be corrected by first distributing the amount of Roth 403(b) contributions (plus earnings thereon) made during the Plan Year needed to correct the excess and then by distributing a Participant's pre-tax Elective Deferrals (plus earnings thereon). However, if a highly compensated employee (as defined in Section 414(q) of the Code) experiences an Excess Deferral in any Plan Year, he may designate the extent to which the excess amount is composed of Elective Deferrals and excess Roth 403(b) Contributions, provided that both types of contributions were made by the Employee during the applicable Plan Year. If the highly compensated employee does not designate which type of contributions are to be distributed, then pre-tax Elective Deferrals shall be distributed first, followed by Roth 403(b) Contributions.
- 10.8. **Definition of Roth 403(b) Contributions.** A Roth 403(b) Contribution is an Employee contribution that is designated irrevocably by the Employee on his enrollment form to be a Roth 403(b) Contribution and is treated by the Employer as includible in the Employee's income.
- 10.9. **Roth Caveat.** Employer, Administrator and providers of Annuity Contracts and Custodial Accounts shall utilize good faith compliance efforts to conform to the requirements applicable to Roth 403(b) Contributions based on applicable IRS guidance related to Roth 403(b) Contributions. The Plan shall be administered and interpreted in the manner necessary to ensure compliance with such guidance.

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## Section 11 – Optional Retirement Plan Provisions

- 11.1. **General Application.** This Section 11 shall apply only if the Employer has indicated that it offers an Optional Retirement Program (ORP) on the Adoption Agreement.
- 11.2. **Incorporation of ORP.** The ORP is established and governed by separate plan documentation which may include a plan document, statutory language and/or regulatory guidance. The terms and conditions of the ORP are incorporated herein by reference. If there is a conflict between the Plan and the requirements of the ORP, the ORP shall govern with respect to those provisions that are exclusive to the ORP. The Plan shall govern in all other circumstances.
- 11.3. **ORP Contributions.** Employer shall make contributions under the ORP to the Accounts of Participants that are also participating in the ORP in accordance with the terms of the ORP and/or as authorized by the Employer on the Adoption Agreement. Unless otherwise provided by the ORP, such contributions shall be treated as Employer Contributions and are therefore subject to the requirements and limitations imposed by section 415(c) of the Code.
- 11.4. **Separate Accounting Requirements.** ORP contributions and withdrawals, including any earnings or losses thereon, shall be credited and debited to each participating Participant's Account and shall be separately accounted for under each Employee's Account.
- 11.5. **Deposit Requirements.** ORP contributions shall be deposited with the applicable Funding Vehicles as soon as practicable in conformity with any requirements established in the ORP.

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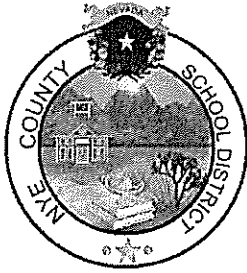
## Section 12 – Supplemental 403(b) Programs

- 12.1. **General Application.** This Section 12 shall apply only if the Employer has indicated that it offers a Supplemental 403(b) Program on the Adoption Agreement.
- 12.2. **Incorporation of Supplemental 403(b) Program.** The Supplemental 403(b) Program is established and governed by a separate plan document. The Plan includes the Adoption Agreement and the document establishing the Supplemental 403(b) Program, as identified on the Adoption Agreement. If there is a conflict between the Plan and the Supplemental 403(b) Program document, the Supplemental 403(b) Program shall govern with respect to those provisions that are exclusive to the ORP. The Plan shall govern in all other circumstances.

- 12.3. **Supplemental 403(b) Contributions.** Employer shall make contributions as required under the Supplemental 403(b) Contributions to the Accounts of Participants that are participating in the Supplemental 403(b) Program in accordance with the terms of the Supplemental 403(b) Program. Such contributions shall be subject to the appropriate annual contribution limitations based on the type of contribution required under the Supplemental 403(b) Program.
- 12.4. **Separate Accounting Requirements.** Supplemental 403(b) Program contributions and withdrawals, including any earnings or losses thereon, shall be credited and debited to each participating Participant's Account and shall be separately accounted for under each Employee's Account.
- 12.5. **Deposit Requirements.** Supplemental 403(b) Program Contributions shall be deposited with the applicable Funding Vehicles as soon as practicable in conformity with the Supplemental 403(b) Program document.

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The Employer has evidenced its intent to adopt this Plan by executing the Adoption Agreement which is a part of this 403(b) Plan document. This Plan document, the Adoption Agreement, documents governing ORPs and Supplemental 403(b) Programs, as applicable, and any underlying Annuity Contracts and Custodial Accounts provided by the Vendors authorized by the Employer, as well as necessary forms and administrative policies and procedures incorporated by the Employer, an Administrator or any Funding Vehicle shall constitute the entire Plan.



# Nye County School District

**Office of the County Superintendent**  
P.O. Box 113  
Tonopah, Nevada 89049  
Phone 775-482-6258  
Fax 775-482-8573

**Southern Administration Office**  
484 S. West Street  
Pahrump, Nevada 89048  
Phone 775-727-7743  
Fax 775-727-7768

**Dr. William E. "Rob" Roberts**  
Superintendent

**BOARD OF TRUSTEES**  
Dennis Keating, President  
J. E. "Doc" McNeely, Vice Pres.  
Tracie Ward, Clerk  
Mike Floyd  
Edna Jean Forsgren  
Kevin Pape  
Harold Tokerud

**Raymond Ritchie**  
Chief Financial &  
Administrative Officer

---

Corr:152:08

November 25, 2008

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**TO:** Board of Trustees

**FROM:** Raymond Ritchie, Chief Financial & Administrative Officer

**RE:** Request to Purchase Property on Baradonna Road, Pahrump, Nevada

Please find enclosed the Nye County School District letter of intent to purchase the Property described as; 1961 S. Barradonna Road, Pahrump Nevada 89048. Pages 1 and 4 have been changed by the Attorney for the deceased.

RR:ro

Cc: Dr. Roberts, Superintendent



"THE FUTURE FOR GENERATIONS"

# The Land Office II

P.O. Box 996 Pahrump, NV 89041  
(2221 S. Winery Road, inside the Shadow Mtn. Construction Model)  
775-751-5959 1-866-751-3714 Fax# 775-751-3717 Website: thelandoffice.com

NOVEMBER 24, 2008

NYE COUNTY SCHOOL DISTRICT  
484 WEST ST.  
PAHRUMP, NEVADA 89048

MR. RITCHIE,

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Please note the signed contract for the property at 1961 Baradonna Rd, Pahrump, Nv. It is signed by the trustee of the property as the former owner has died. It is held in trust and therefore is subject to court approval and the attorney has already started those proceedings.

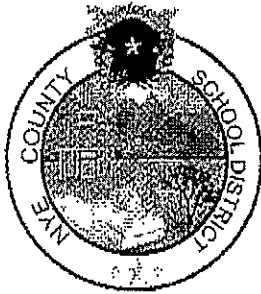
As this is the signed executed contract by the seller, I will now need the earnest money deposit in order to open escrow and get things going. I will also need to know which escrow company your are choosing.

Please feel free to have you or your representative contact my office at any time if there are any questions. The School District obviously has a process for this and I hope I can assist where needed. I can reached daily at my office (775-751-5959)or cell (775-209-4412).

Thank you in advance for your time in this matter.

Sincerely,

Paula Glidden, Broker



## Nye County School District

**Northern Administrative Office**  
 P.O. Box 113  
 Tonopah, Nevada 89049  
 Phone 800-796-6273 or 775-482-6258  
 Fax 800-771-6273 or 775-482-8573

**Southern Administration Office**  
 484 S. West Street  
 Pahrump, Nevada 89048  
 Phone 877-727-7705 or 775-727-7743  
 Fax 877-727-7723 or 775-727-7768

### BOARD OF TRUSTEES

Dennis Keating, President  
 J.E. "Doc" McNelly, Vice President  
 Tracie Ward, Clerk  
 Mike Floyd  
 Edna Jean Forsgren  
 Kevin S. Pape  
 Harold Tokerud

Dr. William E. (Rob) Roberts  
 Superintendent

October 22, 2008

Paula Glidden  
 Land Office  
 P.O. Box 996  
 Pahrump, Nevada 89048

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Dear Paula:

The Nye County School District (NCS D) would like to tender the following letter of intent to outline the basic terms under which the NCS D proposes to purchase the Property described below, together with all associated rights and appurtenances thereto. This letter does not address all of the issues to be contained in the Purchase and Sale Agreement, and neither party shall be under any legal obligation as a result of this letter. This letter is intended solely to facilitate the good faith negotiation of a Purchase and Sale Agreement for submission to the Board of Trustees.

1. Seller. ESTATE OF NED J. VALERIO, DECEASED
2. Buyer. The Board of Trustees of the Nye County School District, a body corporate.
3. Property. As used in this letter of intent the "Property" shall mean the +/- 4.48 acres, APN 036-351-25, commonly known as 1961 S. Barradonna Road, Pahrump, Nevada 89048, together with Seller's rights, easements and other interests, if any, in and to adjacent streets, alleys and rights-of-way, or other property abutting such real property, together with any and all minerals and mineral rights, water and water rights, water hook-up rights, sewer taps or rights, sanitary or storm sewer capacity or reservations and rights under utility agreements with any applicable governmental or quasi-governmental entities or agencies with respect to the providing of utility services to such real property including any and all engineering drawings, land use entitlements and approvals, plans, easements, reports, studies, marketing information, environmental assessments, surveys, and all associated rights and appurtenances. The Property shall not include the manufactured home currently located on the Property which shall be removed from the Property by Seller to Buyer's satisfaction prior to the close of escrow.
4. Purchase Price. The Purchase Price for the Property described in paragraph 3. above shall be equal to One Hundred Thousand Dollars (\$100,000.00). The purchase price shall be paid as follows:
  - A. Deposit. Upon the full execution of the Purchase and Sale Agreement, Buyer shall deposit One Thousand Dollars (\$1,000.00) into escrow. In the event Buyer does not approve the Property, in its

sole discretion, on or before the expiration of the Contingency Period, the deposit shall be immediately refunded to Buyer.

B. Purchase Price Paid At Closing. If Buyer approves of the Property prior to the expiration of the Contingency Period, Buyer shall pay the entire Purchase Price in cash upon the close of escrow.

5. Closing. The close of escrow shall occur on or before thirty (30) days following the expiration of the Contingency Period.

6. Escrow. Upon execution of the Purchase and Sale Agreement, the Buyer and Seller shall open escrow with title company to be selected by Buyer ("Escrow Company").

7. Contingency Period. The Purchase and Sale Agreement will provide that Buyer will have ninety (90) days following the full execution of the Purchase and Sale Agreement ("Contingency Period") in which to approve or disapprove the condition of and title to the Property, in Buyer's sole discretion, including without limitation the following:

A. Title. The Buyer shall have the right to review and approve an Owner's Preliminary Title Report and all exceptions thereto issued by Escrow Company, or the title company affiliated with Escrow Company. Said Preliminary Title Report and copies of all exceptions shall be provided by Seller to Buyer within ten (10) days following the full execution of the Purchase and Sale Agreement.

B. Physical Inspection. The Buyer shall have the right to conduct soils tests, engineering studies and other studies regarding the condition of the Property as it considers prudent.

C. Environmental Audit. The Buyer shall have the right to conduct studies and investigations regarding the environmental condition of the Property as the Buyer determines is prudent.

D. Governmental Regulations. The Buyer shall have the right to review and approve the zoning, land use and other governmental regulations, laws, permits and approvals that apply to the Property.

E. Documents. The Buyer shall have the right to review and approve all contracts, plans, studies and reports that bind the Property or that will affect the use of the Property after the Close of Escrow, if any. Seller shall deliver to Buyer all studies, soils reports, environmental studies and other third party reports in its possession or control regarding the Property.

F. Utilities. Buyer shall verify, in its sole discretion, that all the necessary utilities are in place to serve the Property.

G. Flood Plain Certification. Buyer shall verify, in its sole discretion, that the Property does not fall within a flood plain area such that Buyer is unable to use the Property for its intended purpose.

8. Conveyance and Approval of Title. Seller shall deliver to Buyer a preliminary title report and title commitment issued by the title company affiliated with Escrow Company, together with conformed copies of all exceptions and items of record referred to in the title commitment within ten (10) days after the execution of the Purchase and Sale Agreement. In addition, Seller shall provide Buyer with an ALTA survey for the Property sufficient for the issuance of the policy of title insurance and endorsements

required by Buyer. Prior to the expiration of the due diligence period Buyer shall notify Seller in writing of any unacceptable items or exceptions shown in the preliminary title report or surveys. If Seller is unable to remove any objectionable exceptions, then Buyer may cancel the Purchase and Sale Agreement and receive a refund of all deposits, or agree to purchase the Property subject to the objectionable exceptions. At closing Seller shall furnish Buyer an ALTA title insurance policy and all endorsements reasonably requested by Buyer issued through Escrow Agent subject only to the permitted exceptions, at Seller's cost and expense.

9. Delivery of Documents and Information. Seller shall deliver to Buyer all documents and information in the possession of Seller or any engineer or consultant employed by Seller within ten (10) days after the execution of the Purchase Agreement.

10. Representations and Warranties. The Purchase and Sale Agreement shall contain standard representations and warranties for transactions of this nature, which will survive the closing. The representations shall include without limitation (i) the authority of the parties, (ii) that Seller owns good and marketable title to the Property free of any liens, encumbrances, litigation, and environmental contamination, (iii) that Seller has paid all taxes, impact fees and assessments (except as otherwise disclosed and agreed), (iv) an indemnification from Seller regarding any hazardous substances, environmental contamination, or environmental violations existing prior to the closing, and (v)<sup>95</sup> a representation that no brokers fees shall be incurred by Buyer in connection with this transaction. The Purchase and Sale Agreement will also contain an agreement that Seller will clear the Property of all no-vegetative debris, including the manufactured home located on the Property to the Buyer's satisfaction.

11. Escrow and Closing Costs. All escrow fees, recording fees, and other closing costs shall be paid in accordance with local custom, with Buyer and Seller sharing equally in such costs if no other clear convention is prevailing. The parties agree that all transfer taxes will be paid by Seller. Real property taxes shall be prorated as of the close of escrow, with any deferred real property taxes paid by Seller prior to the close of escrow. Personal property taxes, if any, assessed against the subject Property will be paid in full by Seller. Seller shall pay all brokerage commissions, if any, incurred as a result of this transaction.

12. Indemnity. Buyer shall defend, indemnify, protect and hold Seller, the Property and Seller's affiliates, subsidiaries, officers, directors and agents harmless from damages arising from Buyer's inspection of the Property and improvements.

13. Purchase and Sale Agreement. Buyer and Seller agree to negotiate in good faith and attempt to agree upon a Purchase and Sale Agreement in a form and substance agreeable to both parties, consistent with the provisions of this letter within thirty (30) days of the date of Seller's execution of this letter. Seller agrees to negotiate solely with Buyer during said thirty (30) day period.

This letter is merely an invitation to negotiate and is not a contract, offer or option. Seller understands and agrees that if Seller accepts and executes this letter, the execution and approval of the Purchase and Sale Agreement will be contingent upon the approval of the Board of Trustees of the NCSD. This letter does not provide Buyer with rights in the Property or against Seller or its affiliates, and neither party shall be bound to the other party until a Purchase and Sale Agreement is approved and executed by both parties. The proposal set forth in this letter shall remain open for a period of thirty (30) days. Please contact me if you have any questions regarding this offer.

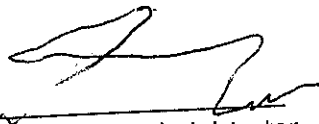
Sincerely,

Dr. William E. Roberts  
Superintendent

THIS SALE IS SUBJECT TO COURT APPROVAL

Reviewed and approved by Seller:

ESTATE OF NED J. VALERIO

BY   
KELLY J. Miller, Administrator

WR:lm

cc: Board of Trustees  
Raymond Ritchie, Chief Administrative and Financial Officer  
Procter Hug, Esq. Maupin, Cox, and LeGoy



**THE CHESHIRE COMPANY**  
**REAL ESTATE VALUATIONS & CONSULTING**

1526 DARRYL AVENUE • LAS VEGAS, NEVADA 89123 • TELEPHONE (702) 860-3604 • FAX (702) 361-0390

July 18, 2008

Nye County School District  
% Ms. Rachel Owens  
District Secretary  
484 South West Street  
Pahrump, Nevada 89048

Re: Summary Appraisal Report of a  $\pm$  4.48-acre vacant land parcel generally located at the northeast corner of Baradonna Road and Flamingo Road, Pahrump, Nye County, Nevada.

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Dear Ms. Owens:

At your request, and for the purpose of this appraisal, I have made relevant investigations and inspected the above-referenced property. The subject is legally, and otherwise, described in the attached report that contains data and discussions from which the value opinion was formed.

The subject of this appraisal is a  $\pm$  4.48-acre vacant land parcel. The parcel can be identified as APN's 036-351-25.

The attached report is a Summary Report that was completed with the intentions of complying with the reporting requirements set under Standards Rule 2-2(b) of the *Uniform Standards of Professional Appraisal Practice* (USPAP) as promulgated by the Appraisal Standards Board of the Appraisal Foundation. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the opinions of value. Supporting documentation concerning the data, reasoning, and analyses was retained in the appraiser's file. The report has also been prepared in compliance with the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

The purpose of this complete appraisal presented in a summary format is the formulation of the following value opinion for the subject property:

- "As Is" Market Value, Fee Simple Interest.

The intended user of this report is the client, The Nye County School District and/or any authorized representatives of the client. The intended use of this report is as an aid in possible purchase negotiations regarding the subject property.

Ms. Rachel Owens  
July 18, 2008  
Page ii

The depth of discussion contained in the report is specific to your needs and for the above stated use. Use of this report by anyone other than the stated intended user and for any other use than the stated intended use is prohibited. The appraiser is not responsible for its unauthorized use.

As a result of the analysis and conclusions of the market data, subject to the definitions, certifications, and specific/extraordinary assumptions and/or limiting/hypothetical conditions set forth in the attached appraisal report, it is my opinion that the "as is" market value of the fee simple estate of the subject property, as of July 11, 2008, is as follows:

**ONE HUNDRED SEVENTY THOUSAND DOLLARS**

**(\$170,000)**

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The subject is readily marketable. According to brokers, property managers, and owners interviewed in the course of this assignment, there is demand for vacant land in the area. Based on the market activity, and recognizing the locational characteristics of the subject and its expected demand, the exposure time is estimated at 12 months or less. Market conditions are not anticipated to change significantly in the near future, and the marketing time is concluded at 12 months or less.

**THIS LETTER MUST REMAIN ATTACHED TO THE REPORT IN ORDER FOR THE PREVIOUSLY INDICATED VALUE ESTIMATE TO BE CONSIDERED VALID.**

Thank you for giving me the opportunity to serve you in this important matter. If I may be of further assistance, please contact me at any time.

Sincerely,

*Michael R. Cheshire*

Michael R. Cheshire  
Certified General Appraiser  
State of Nevada License No. A. 0000376-CG  
Expires 7/31/09

## EXECUTIVE SUMMARY

<b>Property Use:</b>	Subject is currently unimproved vacant land.
<b>Location:</b>	The northeast corner of Baradonna Road and Flamingo Road, Pahrump, Nye County, Nevada.
<b>Assessor's Parcel No.</b>	036-351-25
<b>Site Area:</b>	± 4.48-acres or ± 195,149 square feet.
<b>Improvements:</b>	Private well and a septic system.
<b>Zoning:</b>	RH-4.5 (Rural Homestead Residential) under the jurisdiction of the Nye County Planning and Zoning Department.
<b>Highest and Best use:</b>	As Vacant: Hold for speculation.
<b>Purpose of the Appraisal:</b>	To estimate the "as is" market value of the fee simple estate interest of the subject property, as of July 11, 2008.
<b>Intended Use of Appraisal:</b>	Use by The Nye County School District (the client) and/or any authorized representatives of the client. The intended use is as an aid in possible purchase negotiations regarding the subject property.
<b>Interest Appraised:</b>	Fee Simple
<b>Dates of Opinion:</b>	Date of Report: July 18, 2008 "As Is" Market Value: July 11, 2008
<b>Date of Inspection:</b>	July 11, 2008
<b>Conclusion:</b>	"As Is" Market Value: \$170,000