Clear Creek Elementary School District
17700 McCourtney Rd.
Grass Valley, CA 95949
(530) 273-3664
REGULAR BOARD MEETING
OF THE BOARD OF TRUSTEES
May 9, 2017
Clear Creek School, Library
AGENDA

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Agenda Adoption Action

V. Interdistrict Transfer Request

Acceptance of Interdistrict OUT for the 2017/2018 school year:

1. A.J. (7th) Renewal	V-1*	Action

Acceptance of Interdistrict IN for the 2017/2018 school year:

2. J.R. (6th) Renewal	V-2*	Action
3. L.R. (8th) Renewal	V-3*	Action
4. J.L. (4th) Renewal	V-4*	Action
5. T.M. (5th), Z.M. (3nd) Renewal	V-5*	Action
6. C.H. (7th), R. H. (4th) Renewal	V-6*	Action
7. B.G. (8th) Renewal	V-7*	Action
8. A. E. (6th) Renewal	V-8*	Action
9. A. H. (3rd) Renewal	V-9*	Action
10. J. S. (2nd) Renewal	V-10*	Action
11. A.M. (4th) Renewal	V-11*	Action
12. K.M. (1st) Renewal	V-12*	Action
13. C.D. (4th) Renewal	V-13*	Action

*confidential pupil packet

VI. School/Community Reports & Communication

A. Members of the Public
This is the time and place for the general public to address the school board. State law prohibits the board from addressing issues not included on the agenda; however, requests may be made for discussion of specific topics at subsequent meetings. Discussions of personnel matters are inappropriate in open session; such matters should first be brought to the attention of the Superintendent.

B. Staff

C. Members of the Board

D. Superintendent/Principal

1.	Enrollment/P-2 Attendance	VI-D-1	Information
2.	Staff Meeting Notes dated 4/17/2017 & 5/3/2017	VI-D-2	Information
3.	School Update		Information
4.	PTC Treasurers Report Dated 5/1/2017	VI-D-3	Information
6.	Safety Committee Meeting Notes dated 5/5/2017	VI-D-4	Information
7.	Donation from Penn Valley Chamber of Commerce	VI-D-5	Information
8.	Interdistrict IN for the 2016/2017 school year M. A. (6^{th})	VI-D-6*	Information
9.	Susan Lemmons -Teacher of the Year	VI-D-7	Information

VII. Closed Session

1. Negotiations

VIII. Approval of Consent Agenda

Discussion/Action. These items are expected to be routine and non-controversial. They will be acted upon by the Board at one time without discussion unless a trustee or citizen requests that an item be removed for discussion and separate consideration. In that case, the designated item(s) will be considered following approval of the remaining items.

1.	Approval of the April 18, 2017 & April 26, 2017 Board Minutes	VIII-1	Action
2.	Approval of bills in the amount of $6,632.86 & 30,343.85	VIII-2	Action

IX. Action Items

1.	Approval of Retirement Advantage New Group Setup w/Horace Mann	IX-1	Action
2.	First Reading of BP 5600 & AR 5600	IX-2	Action
3.	Approval of Superintendent contract for 2017-2020	IX-3	Action
4.	Approval of Resolution 16-17-07- Consideration and Action to Adopt Resolution to Reduce Classified School Services for the 2017-2018 School Year	IX-4	Action

X. Adjournment

XI. Next Board Meeting:

Date: June 12, 2017
Clear Creek Elementary School District
Clear Creek School Library at 4:30 p.m.

This agenda was posted at least 72 hours in advance of the meeting at Clear Creek School. It is posted on the outside public bulletin board, on community bulletin board, and posted on school website.
JLV

VI-D-1

P-2 ADA Calculations

Average Daily Attendance Profile Report

Dates: 8/17/16- 4/7/17

	Total Enroll	Average # Days	Total Days Account	Days Enrolled	Days Not Enrolled	Absences	Days Actual Attend	Days Actual	Percent Actual Attend	Average Daily Attendance	Percent Apport Attendance	Actual Daily Attendance
TK	1	143	143	143	0	7	136	136	95.10%	0.95	95.10%	0.95
TK IDS			0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
K	12	143	1716	1716	0	71	1645	1645	95.86%	11.50	95.86%	11.50
K IDS	0		0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Sub K	**13**	**143**	**1859**	**1859**	**0**	**78**	**1781**	**1781**	**95.80%**	**12.45**	**95.80%**	**12.45**
1	14	143	2002	1898	104	52	1846	1846	97.26%	12.91	97.26%	12.91
1 IDS	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
2	15	143	2145	1913	232	51	1862	1862	97.33%	13.02	97.33%	13.02
2 IDS	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
3	18	143	2574	2494	80	121	2373	2373	95.15%	16.59	95.15%	16.59
3 IDS	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Sub 1/3	**47**	**143**	**6721**	**6305**	**416**	**224**	**6081**	**6081**	**96.45%**	**42.52**	**96.45%**	**42.52**
4	22	143	3146	3019	127	138	2881	2881	95.43%	20.15	95.43%	20.15
4 IDS	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
5	23	143	3289	3178	111	124	3054	3054	96.10%	21.36	96.10%	21.36
5 IDS	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
6	17	143	2431	2230	201	79	2151	2151	96.46%	15.04	96.46%	15.04
6 IDS	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Sub 4/6	**62**	**143**	**8866**	**8427**	**439**	**341**	**8086**	**8086**	**95.95%**	**56.55**	**95.95%**	**56.55**
7	18	143	2574	2469	105	64	2405	2405	97.41%	16.82	97.41%	16.82
Home/Hospital	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
8	11	143	1573	1573	0	79	1494	1494	94.98%	10.45	94.98%	10.45
8 IDS	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Sub 7/8	**29**	**143**	**4147**	**4042**	**105**	**143**	**3899**	**3899**	**96.46%**	**27.27**	**96.46%**	**27.27**
Total District	**151**	**143**	**21593**	**20633**	**960**	**786**	**19847**	**19847**	**96.19%**	**138.79**	**96.19%**	**138.79**
Apport+Non Apport							**20,633**			**144.29**		
ADA loss due to non apportionment										**5.50**		
Revenue Limit $ lost due to non apportionment										**$ 37,117.89**		

P-1 ADA Calculations

Average Daily Attendance Profile Report

Dates: 8/17/16- 12/02/16

	Total Enroll	Average # Days	Total Days Account	Days Enrolled	Days Not Enrolled	Absences	Days Actual Attend	Days Actual	Percent Actual Attend	Average Daily Attendance	Percent Apport Attendance	Actual Daily Attendance
TK	1	67	67	67	0	3	64	64	95.52%	0.96	95.52%	0.96
TK IDS			0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
K	12	67	804	804	0	23	781	781	97.14%	11.66	97.14%	11.66
K IDS	0		0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Sub K	**13**	**67**	**871**	**871**	**0**	**26**	**845**	**845**	**97.01%**	**12.62**	**97.01%**	12.62
1	13	67	871	871	0	15	856	856	98.28%	12.78	98.28%	12.78
1 IDS	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
2	14	67	938	912	26	21	891	891	97.70%	13.30	97.70%	13.30
2 IDS	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
3	17	67	1139	1139	0	52	1087	1087	95.43%	16.22	95.43%	16.22
3 IDS	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Sub 1/3	**44**	**67**	**2948**	**2922**	**26**	**88**	**2834**	**2834**	**96.99%**	**42.30**	**96.99%**	**42.30**
4	21	67	1407	1379	28	56	1323	1323	95.94%	19.75	95.94%	19.75
4 IDS	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
5	23	67	1541	1506	35	53	1453	1453	96.48%	21.69	96.48%	21.69
5 IDS	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
6	16	67	1072	1046	26	37	1009	1009	96.46%	15.06	96.46%	15.06
6 IDS	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Sub 4/6	**60**	**67**	**4020**	**3931**	**89**	**146**	**3785**	**3785**	**96.29%**	**56.49**	**96.29%**	**56.49**
7	17	67	1139	1139	0	31	1108	1108	97.28%	16.54	97.28%	16.54
Home/Hospital	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
8	11	67	737	737	0	23	714	714	96.88%	10.66	96.88%	10.66
8 IDS	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Sub 7/8	**28**	**67**	**1876**	**1876**	**0**	**54**	**1822**	**1822**	**97.12%**	**27.19**	**97.12%**	**27.19**
Total District	**145**	**67**	**9715**	**9600**	**115**	**314**	**9286**	**9286**	**96.73%**	**138.60**	**96.73%**	**138.60**
Apport+Non Apport							**9,600**			**143.28**		
ADA loss due to non apportionment										**4.69**		
Revenue Limit $ lost due to non apportionment										**$ 31,648.39**		

VI-D-2

STAFF MEETING
notes
4/17/17

1. Open House –
   Rooms open 5:30-6:30pm, Book Faire 4:30-6:30pm. The 8th grade will be selling root beer floats and treats.

2. Volleyball at Cougarpawlooza –
   We will have alumni vs 8th grade this year.

3. "B" Honor Roll for the year –
   No, keep the award just for "A" Honor Roll for the year.

4. Volunteer Appreciation Breakfast –
   May 2nd at 8am. I will purchase breakfast, staff will set up room.

5. 150th celebration –
   We will have Carla lead it in the fall of 2017. She has big plans!

6. Other items –
   A) Upper grade progress reports due April 27th.
   B) HVAC units and wireless thermostats installed over Spring Break.
   C) 2017/18 – possibility of combos in the primary grades.
   D) Upper grade dance on April 28th.
   E) Possible Family Dance in the next month as well.

Next meeting – May 3

STAFF MEETING

minutes

5/3/17

1. Open House –

Rooms open 5:30-6:30pm, Book Faire 4:30-6:30pm. The 8th grade will be selling root beer floats and treats. No Homework Club on the day.

2. Wellness Policy –

We want to keep our personal reward plan in place for 17/18 because it works for us.

3. Staff evaluations –

Evaluation forms will be put in the boxes of those who need to fill them out.

4. Volunteer Appreciation Breakfast feedback –

About 15-18 people attended. Send home personal invites along with emails and phone calls to our volunteers next year.

5. LCAP goal update –

Site Council reviewed the survey and decided the same four goals for this year are still relevant next year with some minor adjustments. As soon as the draft LCAP is completed it will be sent to all staff to review.

6. Other items –

A) Water Assembly – Looks like the May 24th in the morning will work. I will get you the time when the presenters finalize it.

B) Attendance and Lunch list changes – Reviewed in the meeting.

C) Garden – Karin is pushing hard for the teachers to incorporate the garden into their lesson plans for next year. She plans to lobby the board at the next May 9th board meeting.

D) Online grades due to Jennifer by May 31st at 3pm.

Next meeting – June 7

VI-D-3

Clear Creek Elementary School PTC

Treasurer's Report 08/01/2016 - 05/01/2017

1 Fundraisers	Income	Expenses	Year to Date	Net Budget	More/-Less
1st Trimester	-	-	-	1,000.00	-1,000.00
2nd Trimester	-	-	-	1,000.00	-1,000.00
3rd Trimester	-	-	-	1,000.00	-1,000.00
Adopt-a-Class - 1st Grade	-	-	-	-	-
Adopt-a-Class - 2nd Grade	150.00	-	150.00	-	150.00
Adopt-a-Class - 3rd Grade	200.00	167.68	32.32	-	32.32
Adopt-a-Class - 4th Grade	240.00	-	240.00	-	240.00
Adopt-a-Class - 5th Grade	600.00	-	600.00	-	600.00
Adopt-a-Class - 6th Grade	200.00	56.50	143.50	-	143.50
Adopt-a-Class - 7th Grade	-	-	-	-	-
Adopt-a-Class - 8th Grade	-	-	-	-	-
Adopt-a-Class - AR	-	-	-	-	-
Adopt-a-Class - Art	-	-	-	-	-
Adopt-a-Class - Kindergarten	400.00	147.22	252.78	-	252.78
Adopt-a-Class - Library	-	-	-	-	-
Coffee Mugs	-	-	-	-	-
Cougar Coffee	711.56	211.26	500.30	700.00	-199.70
Ewaste	533.12	-	533.12	-	533.12
Fall Festival	2,172.25	748.84	1,423.41	1,200.00	223.41
Miscellaneous Donations	-	-	-	-	-
School Calendar	798.00	35.26	762.74	-	762.74
See's Candy	5,127.80	3,643.33	1,484.47	-	1,484.47
Silver Graphics	1,290.00	256.01	1,033.99	700.00	333.99
Walk a Thon	13,453.35	1,832.48	11,620.87	10,000.00	1,620.87
Mixed Bag	1,752.57	893.04	859.53	-	859.53
Total	**27,628.65**	**7,991.62**	**19,637.03**	**15,600.00**	**4,037.03**

2 Card Donations	Income	Expenses	Year to Date	Net Budget	More/-Less
AmazonSmile	95.00	-	95.00	500.00	-405.00
Holiday	-	-	-	-	-
Raleys	660.36	-	660.36	1,500.00	-839.64
E Scrip	1,495.60	-	1,495.60	5,000.00	-3,504.40
Briar Patch	56.35	-	56.35	100.00	-43.65
Total	**2,307.31**	**-**	**2,307.31**	**7,100.00**	**-4,792.69**

3 Teacher Funds	Income	Expenses	Year to Date	Net Budget	More/-Less
Camp Cougar - TF	-	194.83	-194.83	-250.00	55.17
Kindergarten - TF	-	250.00	-250.00	-250.00	-
First Grade - TF	-	202.30	-202.30	-250.00	47.70
Second Grade - TF	-	-	-	-250.00	250.00
Third Grade - TF	-	248.39	-248.39	-250.00	1.61
Fourth Grade - TF	-	-	-	-250.00	250.00
Fifth Grade - TF	-	-	-	-250.00	250.00
Sixth Grade - TF	-	189.27	-189.27	-250.00	60.73
Seventh Grade - TF	-	-	-	-250.00	250.00
Eighth Grade - TF	-	-	-	-250.00	250.00
Total	**-**	**1,084.79**	**-1,084.79**	**-2,500.00**	**1,415.21**

4 Art Docent Funds	Income	Expenses	Year to Date	Net Budget	More/-Less
Art Docent	-	191.49	-191.49	-	-191.49
Kindergarten - AD	-	49.53	-49.53	-91.00	41.47
First Grade - AD	-	10.35	-10.35	-91.00	80.65
Second Grade - AD	-	49.55	-49.55	-98.00	48.45
Third Grade - AD	-	126.00	-126.00	-126.00	-
Fourth Grade - AD	-	91.35	-91.35	-140.00	48.65
Fifth Grade - AD	-	116.10	-116.10	-161.00	44.90
Sixth Grade - AD	-	-	-	-112.00	112.00

Seventh Grade - AD	-	-	-	-119.00	119.00
Eighth Grade - AD	-	-	-	-77.00	77.00
Total	**-**	**634.37**	**-634.37**	**-1,015.00**	**380.63**

5 Cost Events	Income	Expenses	Year to Date	Net Budget	More/-Less
8th Grade Gift	-	-	-	-180.00	180.00
Farm to Cart	6.30	-	6.30	-	6.30
Artist Workshop	-	-	-	-	-
Yearbook	-	-	-	-	-
Charitable Giving	-	-	-	-	-
AR Store	-	1,190.01	-1,190.01	-1,500.00	309.99
Christmas Program	50.99	154.76	-103.77	-150.00	46.23
Cougarapawlooza	-	935.00	-935.00	-3,000.00	2,065.00
Library - Software/Tech Support	-	1,491.80	-1,491.80	-500.00	-991.80
Library - Scholastic Book Fair	-	748.53	-748.53	-	-748.53
AR Software Upgrade	-	-	-	-1,500.00	1,500.00
Library - Books	-	548.39	-548.39	-1,000.00	451.61
Miscellaneous Expenses	-	70.06	-70.06	-250.00	179.94
Holiday Store	-	-	-	-	-
Music Program	-	-	-	-5,000.00	5,000.00
Open House BBQ	-	-	-	250.00	-250.00
Ice Cream Social	247.00	113.23	133.77	250.00	-116.23
School Directory	70.00	36.05	33.95	-150.00	183.95
Teacher Appreciation	-	-	-	-250.00	250.00
Holiday Bistro	-	-	-	-	-
Trimester Awards	60.00	849.80	-789.80	-1,500.00	710.20
Welcome Breakfast	-	30.38	-30.38	-50.00	19.62
Back-to-School Event	-	-	-	-	-
Christmas Project	-	710.00	-710.00	-750.00	40.00
Extra Curricular Program	-	-	-	-1,250.00	1,250.00
Total	**434.29**	**6,878.01**	**-6,443.72**	**-16,530.00**	**10,086.28**

Other	Income	Expenses	Year to Date	Net Budget	More/-Less
Total	**-**	**-**	**-**	**-**	**-**

GRAND TOTAL	Income	Expenses	Year to Date	Net Budget	More/-Less
	30,370.25	**16,588.79**	**13,781.46**	**2,655.00**	**11,126.46**

Bank Account Balances	08/01/2016	05/01/2017	Last Reconciled
Checking	14,478.95	28,260.41	03/20/2017
Cash on Hand	-	-	Never
Cougar Bucks	-	-	Never
Total	**14,478.95**	**28,260.41**	

Summary for the Period		
Starting Total		14,478.95
Income	30,370.25	
Expenses	- 16,588.79	13,781.46
Ending Total		28,260.41

Review Reconciled Bank Statement Reports along with this Treasurer's Report to ensure its accuracy.

Treasurer Report Submitted by:

Name: _____ Signature: _____ Date: _____

VI-D-4

DATE: 5/5/17
TO: Safety Committee Members
FROM: Scott W. Lay

SAFETY COMMITTEE
notes
5/5/17
Clear Creek Office @ 8am

Members:	Scott W. Lay	Superintendent/Principal	present
	Kate Salsman	Playground Supervisor	absent
	Bob DeHart	Custodian/Maintenance	present
	Tania Fisher	Board Member	absent
	Holly Zimmerman	Teacher	present

I. Budget Overview
A) Reminder - the Safety Committee's budget has been rolled into the general fund per the new LCFF. We can access money as needed.

II. Old Business
A) Approved "Emergency Incident Plan" with updates to names.
B) We went over the new EPA rules on pesticides.
C) Reviewed county's response to road closures due to our recent storm.

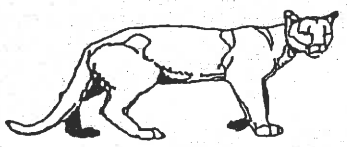
II. New Business
A) On the lookout for bees and wasps' nests, snakes, and squirrel holes.
B) Patching cracks on blacktop.
C) Scott will pass out the safety vests to go with classroom emergency kits.

Next meeting: Fall of 2017

VI-D-5

Clear Creek
Elementary School District

"since 1867"



Board of Trustees
Tania Fisher
Patsy Hannebrink
Michael McDaniel
Daron Scarborough
Karen Wallace

Superintendent/Principal
Scott W. Lay

May 4, 2017

Gene Gilligan
Penn Valley Chamber Of Commerce
Daffodil Run
P.O. Box 202
Penn Valley, Ca 95946

Dear Penn Valley Chamber of Commerce,

Thank you so much for the generous donation of $500.00 to our school. Every year our students and staff have a wonderful time participating in your special event, and how exciting it is for us to win first place again! We were thrilled with the donation and what fun equipment we will be able to provide out students!

We wanted to take this time to let you know exactly how the funds are spent. We have always used the funds directly for the benefit of all of our students. We purchase physical education equipment and playground supplies, such as balls, hoola hoops, and other fun items.

Again, thank you supporting our students and for your generosity.

Sincerely,

Scott W Lay

Scott W. Lay
Superintendent/Principal

SWL/jlv
Board /20162017/Donation

VI-D-7

Nevada County
Superintendent of Schools

HOLLY A. HERMANSEN, SUPERINTENDENT

380 Crown Point Circle
Grass Valley, CA 95945
530-478-6400 · fax 530-478-6410

May 3, 2017

Susan Lemmons
Teacher of the Year
Clear Creek School
Clear Creek School District

Dear Susan,

Congratulations on being selected as **Teacher of the Year** for the Clear Creek School District. This is a great honor. There were several outstanding candidates who were selected as Teachers of the Year in Nevada County School Districts this year.

Each school district's selection represents a teacher who makes outstanding contributions in the lives of the children they serve. The recognition by your own district acknowledges your skill, dedication, and contributions as an exemplary teacher.

On behalf of Nevada County Superintendent of Schools Holly Hermansen, I want to extend my congratulations to you for being recognized by your district and the education community at-large.

You are invited to be our guest at the ***Teacher of the Year Recognition Dinner*** on Thursday, **October 26, 2017**; a formal invitation will follow in September. The evening, which is jointly sponsored by the Association of California School Administrators and the Nevada County Superintendent of Schools recognizes and formally announces all of our *District Teachers of the Year* and the *County-wide Teacher* of the Year.

Cordially,

Shar Johns

Shar Johns
Associate Superintendent, Educational Services

cc: Superintendent
Principal
Board of Trustees
Nevada County Teacher of the Year Selection Committee

VIII-1

Clear Creek Elementary School District
17700 McCourtney Rd.
Grass Valley, CA 95949
(530) 273-3664
REGULAR BOARD MEETING
OF THE BOARD OF TRUSTEES
April 18, 2017 4:30pm
Clear Creek School, Library
MINUTES

Board Members Present: Karen Wallace, Mike McDaniel, Patsy Hannebrink, Tania Fisher, and Daron Scarborough.

Secretary Present: Scott W. Lay

Recording Secretary Present: Jennifer Vierra

Guests Present: J. Anderson, C. Nordstrom, M. Davies, H. Cope, and C. Cramer

I. Call to Order

The meeting was called to order at 4:31 pm.

II. Roll Call

The roll was taken. All members were present.

III. Pledge of Allegiance

All recited the Pledge of Allegiance.

IV. Agenda Adoption — Action

Motion: Daron Scarborough — **Second:Patsy Hannebrink**
The motion to accept agenda was approved. w/changes.
1. On item VII-1 these changes: IV motion was P.H., VIII-7 second was T.F. and IX closed session second was T.F.
2. No VIII-2 item
Motion carried, 5 ayes.

V. Interdistrict Transfer Request

Acceptance of Interdistrict IN for the 2017/2018 school year:

1. R.M (K) New — V-1* — Action
2. B.A. (K) New — V-2* — Action

Motion: Mike McDaniel — **Second:Tania Fisher**
The motion to approve V-1 &V-2 was approved.
Motion carried, 5 ayes.

VI. School/Community Reports & Communication

A. Members of the Public

This is the time and place for the general public to address the school board. State law prohibits the board from addressing issues not included on the agenda; however, requests may be made for

discussion of specific topics at subsequent meetings. Discussion of personnel matters are inappropriate in open session; such matters should first be brought to the attention of the Superintendent.

1. LCAP Parent Input (available at meeting) — Information

B. Staff

C. Members of the Board

1. Letter from Shar Johns, Classified School Employee of the Year — VI-C-1 — Information

D. Superintendent/Principal

1. School Updates — Information
2. Buy Back Agenda 4/17/2017 — VI-D-1 — Information
3. PTC Meeting Minutes dated 3/6/2017 — VI-D-2 — Information
4. Sammie's Friends Donation Dated 4/21/2017 — VI-D-3 — Information
5. California Healthy Kids Survey Report 2016/2017 — VI-D-4 — Information
6. Prop 39 — Information
7. Teacher of the Year-Susan Lemmons — Information

VII. Approval of Consent Agenda

Discussion/Action. These items are expected to be routine and non-controversial. They will be acted upon by the Board at one time without discussion unless a trustee or citizen requests that an item be removed for discussion and separate consideration. In that case, the designated item(s) will be considered following approval of the remaining items.

1. Approval of the March 14th, 2017 & April 4th, 2017 Board Minutes — VII-1 — Action

Motion: Tania Fisher **Second:Patsy Hannebrink**
The motion to accept consent agenda items #1 was approved with changes. See agenda adoption.
Motion carried, 5 ayes.

2. Approval of bills in the amount of $5,393.10 — VII-2 — Action
3. Approval of Patrick Henry as Track and Field Coach for 2016/2017 — VII-3 — Action
4. Approval of the 16/17 Williams Complaint Summary, Qtr 3 — VII-4 — Action
5. Approval of the 2015/2016 SARC Report — VII-5 — Action

Motion: Mike McDaniel **Second:Patsy Hannebrink**
The motion to accept consent agenda items #2-#5 was approved.
Motion carried, 5 ayes.

VIII. Action Items

1. Approval of Letter of Resignation for S.L. — VIII-1 — Action
Motion: Patsy Hannebrink **Second: Daron Scarborough**
The motion to accept VIII-1 was approved.
Motion carried, 5 ayes.

2. Process for Hiring Superintendent/Principal Position — VIII-2 — Action
Motion: Mike McDaniel **Second: Patsy Hannebrink**
The motion to accept VIII-2 was approved with process of hiring details as follows.
***Board's 1st Preference: Pursue internal candidate w/Admin Support and a Part-Time Superintendent**
***Board's 2nd Preference: Pursue a full time Superintendent/Principal**
***Details; Job Posting on EDJOIN for Part-time Superintendent, post for two weeks, Karen and Daron to approve proof before final.**
Motion carried, 5 ayes.

3. Approval of Endorsement of CBOR dated March 2017 — VIII-3 Action
Motion: Patsy Hannebrink — **Second: Tania Fisher**
The motion to accept VIII-3 was approved.
Motion carried, 5 ayes.

4. Approval of Revised Classified Salary Schedule — VIII-4 Action
Motion: Mike McDaniel — **Second: Daron Scarborough**
The motion to accept VIII-4 was approved.
Motion carried, 5 ayes.

IX. Closed Session

1. Negotiations

Closed Session opened at 5:12pm and closed at 6:30pm.
Motion: Patsy Hannebrink — **Second: Tania Fisher**
Motion carried, 5 ayes.

X. Adjournment

Motion: Daron Scarborough — **Second: Tania Fisher**
The motion to adjourn was approved. Meeting adjourned at 6:36pm.
Motion carried, 5 ayes.

XI. Next Board Meeting: **Date: May 9, 2017**
Clear Creek Elementary School District
Clear Creek School Library at 4:30 p.m.

Respectfully Submitted By:

_____

Patsy Hannebrink, Board Clerk

_____

Jennifer Vierra, Recording Secretary

Clear Creek Elementary School District
17700 McCourtney Rd.
Grass Valley, CA 95949
(530) 273-3664
REGULAR BOARD MEETING
OF THE BOARD OF TRUSTEES
April 26, 2017
8:30AM
Clear Creek School, Room #11
MINUTES

Board Members Present: Karen Wallace, Daron Scarborough, Patsy Hannebrink, and Tania Fisher.

Board Members Absent: Mike McDaniel

Secretary Present: Scott W. Lay

Recording Secretary Absent: Jennifer Vierra

I. Call to Order

The meeting was called to order at 8:10 am.

II. Roll Call

The roll was taken. Four members were present. Mike McDaniel was absent.

III. Pledge of Allegiance

All recited the Pledge of Allegiance.

IV. Agenda Adoption — Action

Motion: Patsy Hannebrink — **Second: Tania Fisher**
Motion carried, 4 ayes. Mike McDaniel was absent.

V. School/Community Reports & Communication

A. Members of the Public

This is the time and place for the general public to address the school board. State law prohibits the board from addressing issues not included on the agenda; however, requests may be made for discussion of specific topics at subsequent meetings. Discussions of personnel matters are inappropriate in open session; such matters should first be brought to the attention of the Superintendent.

VI. Closed Session

1. Negotiations

Closed Session opened at 8:13am and closed at 10:24am.
Motion: Patsy Hannebrink — **Second: Tania Fisher**
Motion carried, 4 ayes. Mike McDaniel was absent.

VII. Adjournment

Motion: Tania Fisher — **Second: Patsy Hannebrink**
The motion to adjourn was approved. Meeting adjourned at 10:25am.

Motion carried, 4 ayes. Mike McDaniel was absent.

VIII. Next Board Meeting: **May 9, 2017**
Clear Creek Elementary School District
Clear Creek School Library at 4:30 p.m.

Respectfully Submitted By:

Patsy Hannebrink, Board Clerk

Scott W. Lay in Lieu of Jennifer Vierra, Recording Secretary

Report title: April 28, 2017

With account detail: N
Date issued range: 04/28/2017 - 04/28/2017
Warrant number range: -
Sort by: Warrant #

VIII-2

Warrant Number	Reference Number	Issue Date	Payee and Purpose		Expenditure
03	17525157	04/28/2017	AT&T/MCI		
	PV170268		TELEPHONE		
				Sub total:	14.27
03	17525158	04/28/2017	BLUE RIBBON SUPPLY COMPANY		
	PV170272		MATERIALS AND SUPPLIES		
				Sub total:	487.66
03	17525159	04/28/2017	DE LAGE LANDEN		
	PV170280		COPY MACHINE MAINTENANCE/LEASE		
	CM170007		COPY MACHINE MAINTENANCE/LEASE		
				Sub total:	400.35
03	17525160	04/28/2017	EDIE KODET		
	PV170274		MATERIALS AND SUPPLIES		
				Sub total:	46.12
03	17525161	04/28/2017	EMPLOYMENT DEVELOPMENT DEPT.		
	PV170278		SUI LIABILITY		
				Sub total:	120.41
03	17525162	04/28/2017	INFINITY COMMUN. & CONSULTING		
	PV170279		TELEPHONE		
				Sub total:	500.00
03	17525163	04/28/2017	NEVADA COUNTY SUPT. OF SCHOOLS		
	PV170270		PROF/CONSUL/SVCS & OPER EXP.		
	PV170270		PROF/CONSUL/SVCS & OPER EXP.		
	PV170270		DATA PROCESSING SERVICES		
	PV170270		OTH TUIT/EXC CSTS TO DIST/CHTR		
				Sub total:	1,589.96
03	17525164	04/28/2017	PACIFIC GAS & ELECTRIC COMPANY		
	PV170269		ELECTRICITY		
	PV170269		ELECTRICITY		
				Sub total:	1,216.68
03	17525165	04/28/2017	SCHOOLS INSURANCE GROUP		
	PV170273		PREPAID EXPENDITURES(EXPENSES)		
				Sub total:	50.00
03	17525166	04/28/2017	SHI INTERNATIONAL CORP		
	PV170271		MATERIALS AND SUPPLIES		
	PV170271		MATERIALS AND SUPPLIES		
	PV170271		ACCRUAL USE TAX PAYABLE		
				Sub total:	25.00
03	17525167	04/28/2017	SUBURBAN PROPANE		
	PV170275		GAS/HEATING FUEL		
	PV170275		GAS/HEATING FUEL		

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Expenditure
	PV170275		GAS/HEATING FUEL	
	PV170275		GAS/HEATING FUEL	
	CM170006		GAS/HEATING FUEL	
			Sub total:	1,044.03
03 17525168		04/28/2017	TELCOM DATA LLC	
	PV170276		PROF/CONSUL/SVCS & OPER EXP.	
			Sub total:	498.39
03 17525169		04/28/2017	US BANK CORPORATE PYMT SYSTEMS	
	PV170277		MATERIALS AND SUPPLIES	
	PV170277		MATERIALS AND SUPPLIES	
	PV170277		MATERIALS AND SUPPLIES	
	PV170277		MATERIALS AND SUPPLIES	
	PV170277		MATERIALS AND SUPPLIES	
	PV170277		PROF/CONSUL/SVCS & OPER EXP.	
	PV170277		PROF/CONSUL/SVCS & OPER EXP.	
	PV170277		POSTAGE/SHIPPING (OUT)	
	PV170277		POSTAGE/SHIPPING (OUT)	
	PV170277		TELEPHONE	
			Sub total:	639.99
			Total Warrants Issued:	6,632.86
			Total Warrants Canceled:	.00
			Total Warrants (Issued - Canceled):	6,632.86

Report title: April 21, 2017

With account detail: N
Date issued range: 04/21/2017 - 04/21/2017
Warrant number range: -
Sort by: Warrant #

Warrant Number	Reference Number	Issue Date	Payee and Purpose		Expenditure
03	17524973	04/21/2017	ALL SEASON AWARDS		
	PV170267		MATERIALS AND SUPPLIES		
				Sub total:	101.39
03	17524974	04/21/2017	AT&T/MCI		
	PV170263		TELEPHONE		
	PV170263		TELEPHONE		
	PV170263		TELEPHONE		
				Sub total:	143.25
03	17524975	04/21/2017	BUILDERS AND CONSUMERS		
	PV170261		MATERIALS AND SUPPLIES		
				Sub total:	124.61
03	17524976	04/21/2017	CALTRONICS		
	PV170259		COPY MACHINE MAINTENANCE/LEASE		
				Sub total:	344.41
03	17524977	04/21/2017	CC REV.CASH-SCOTT LAY		
	RC170008		TRAVEL AND CONFERENCES		
	RC170008		TRAVEL AND CONFERENCES		
	RC170008		TRAVEL AND CONFERENCES		
				Sub total:	240.00
03	17524978	04/21/2017	COPE, HELEN		
	PV170253		MILEAGE REIMBURSEMENT		
				Sub total:	6.96
03	17524979	04/21/2017	CRANMER ENGINEERING INC.		
	PV170260		WATER		
				Sub total:	33.00
03	17524980	04/21/2017	DE HART, ROBERT		
	PV170258		MILEAGE REIMBURSEMENT		
				Sub total:	37.45
03	17524981	04/21/2017	DE LAGE LANDEN		
	PV170251		COPY MACHINE MAINTENANCE/LEASE		
				Sub total:	441.96
03	17524982	04/21/2017	DEPARTMENT OF JUSTICE		
	PV170262		PROF/CONSUL/SVCS & OPER EXP.		
				Sub total:	49.00
03	17524983	04/21/2017	EVERGUARD SYSTEMS		
	PV170257		PROF/CONSUL/SVCS & OPER EXP.		
				Sub total:	150.00
03	17524984	04/21/2017	KELLY PAPER		
	PV170256		MATERIALS AND SUPPLIES		
				Sub total:	515.91

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Expenditure
03	17524985	04/21/2017	LESLEY BULLOCK	
	PV170250		POSTAGE/SHIPPING (OUT)	
	PV170250		BOOKS AND REFERENCE MATERIALS	
	PV170250		BOOKS AND REFERENCE MATERIALS	
			Sub total:	18.74
03	17524986	04/21/2017	NEVADA COUNTY SUPT. OF SCHOOLS	
	PV170265		PROF/CONSUL/SVCS & OPER EXP.	
	PV170265		OTH TUIT/EXC CSTS TO DIST/CHTR	
			Sub total:	888.82
03	17524987	04/21/2017	NEVADA JOINT UNION H.S. DIST.	
	PV170264		BUSINESS SERVICES	
			Sub total:	3,353.44
03	17524988	04/21/2017	PACIFIC GAS & ELECTRIC COMPANY	
	PV170247		ELECTRICITY	
	PV170247		ELECTRICITY	
			Sub total:	1,349.62
03	17524989	04/21/2017	PERMA-BOUND	
	PV170249		BOOKS AND REFERENCE MATERIALS	
	PV170249		BOOKS AND REFERENCE MATERIALS	
			Sub total:	482.07
03	17524990	04/21/2017	SCHOLASTIC MAGAZINES	
	PV170254		MATERIALS AND SUPPLIES	
			Sub total:	114.18
03	17524991	04/21/2017	SCHOOLS INSURANCE GROUP	
	PV170252		H&W LIABILITY	
			Sub total:	11,609.05
03	17524992	04/21/2017	SIERRA FOOTHILLS ACADEMY	
	PV170248		PROF/CONSUL/SVCS & OPER EXP.	
	PV170248		PROF/CONSUL/SVCS & OPER EXP.	
			Sub total:	8,466.75
03	17524993	04/21/2017	US BANK CORPORATE PYMT SYSTEMS	
	PV170266		MATERIALS AND SUPPLIES	
	PV170266		MATERIALS AND SUPPLIES	
	PV170266		MATERIALS AND SUPPLIES	
	PV170266		MATERIALS AND SUPPLIES	
	PV170266		MATERIALS AND SUPPLIES	
	PV170266		MATERIALS AND SUPPLIES	
	PV170266		MATERIALS AND SUPPLIES	
	PV170266		MATERIALS AND SUPPLIES	
	PV170266		MATERIALS AND SUPPLIES	
	PV170266		MATERIALS AND SUPPLIES	
	PV170266		MATERIALS AND SUPPLIES	

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Expenditure
	PV170266		TRAVEL AND CONFERENCES	
	PV170266		TRAVEL AND CONFERENCES	
	PV170266		TRAVEL AND CONFERENCES	
	PV170266		PROF/CONSUL/SVCS & OPER EXP.	
	PV170266		TELEPHONE	
	PV170266		MATERIALS AND SUPPLIES	
			Sub total:	1,613.95
03 17524994		04/21/2017	WASTE MGMT OF NEVADA COUNTY	
	PV170255		GARBAGE	
			Sub total:	259.29

Total Warrants Issued:	30,343.85
Total Warrants Canceled:	.00
Total Warrants (Issued - Canceled):	30,343.85

IX-1

Retirement Advantage

The Clear Creek Elementary School District Voluntary 403(b) Plan

New Group Setup

Horace Mann

Auto | Home | Life | Retirement

Retirement Advantage New Group Setup

Table of Contents:

1. Document Overview ..... Pages 3-4

2. Required Documents

    a. Plan Establishment Kit ..... Pages 5-16

    b. Horace Mann Fixed Investment Option Application ..... Pages 17-19

    c. Horace Mann Services Agreement ..... Pages 20-34

    d. 403(b) Custodial Agreement ..... Pages 35-58

    e. Wilshire Informational Handout ..... Pages 59-60

Document Overview

Required documents to be signed by the Employer:

- Plan Establishment Kit
  A document used to gather basic plan level information and design and authorizes Horace Mann Investors, Inc. to perform account servicing.

- Horace Mann Fixed Investment Option Application
  An application that allows for the use of the fixed investment option in the Retirement Advantage platform.

- Services Agreement
  An agreement between Horace Mann Investors, Inc. and the employer outlining roles and responsibilities.

- Custodial Agreement
  An agreement between Matrix Trust Company, Horace Mann Investors, Inc. and the Employer to provide rules regarding plan assets and perform daily fund trades and execution.

- Wilshire Informational Handout
  Level 1 – Wilshire utilizes its world-class investment management capabilities to provide oversight of the 100+ funds in 20 asset categories within Horace Mann's proposed standard program. There is no cost for this service.

Plan Establishment Kit

Horace Mann

Auto | Home | Life | Retirement

Plan Establishment Kit

Thanks for choosing Horace Mann to support your retirement plan needs. We provide the tools, services and efficiency to get you and your employees on the path to a safe and secure retirement.

A good long-term experience starts with an efficient and accurate plan establishment and implementation process. While there are a lot of details to address initially, working with us, your TPA and your plan advisor, we will support you every step of the way. This document is designed to provide all parties with the information they need to fulfill their role accurately and completely.

This document is broken into a few key sections:

1) General Plan Information
2) Plan Design and Provisions
3) Appendix A – Investments
4) Appendix B – Plan Fees and Authorizations

1. General Plan Information

CONTACT INFORMATION

Employer Information

Plan Name:	**The Clear Creek Elementary School District Voluntary 403(b) Plan**
Legal Name of Employer :	**Clear Creek Elementary School District**
Legal Address of Employer:	**17700 McCourtney Rd**
Address 2:	
City, State, Zip Code:	**Grass Valley, CA 95949**
Employer Identification Number 1 *(Tax ID Number)*:	
Employer's tax year end (month/year)	**12/2017**

Primary Contact Information (Daily Contact)

Name:	Maureen A. Davies	
Title:	Business Manager	
Phone Number:	530.273.3664	ext.
Fax Number:		
E-mail:	mdavies@clearcreekschool.org	

Plan Administrator Information

Does the Plan Administrator Perform Common Remittance?

☒ Yes ☐ No

If No,

Name:	**TCG Services**	
Title:		
Phone Number:	**800-943-9179**	**ext.**
Fax Number:	**888-989-9247**	
E-mail:	**info@tcggroupholdings.com**	

Common Remitter Information

Name:		
Title:		
Phone Number:		ext.
Fax Number:		
E-mail:		

Horace Mann Agent (Registered Representative)

Name:	Sarah Soria	
Firm Name:	Foothills Financial & Insurance	
Address:	1740 E Main St #103	
Address 2:		
City, State, Zip Code:	Grass Valley, CA 95945	
Phone Number:	530-446-6361	ext.
Fax Number:		
E-mail:	Sarah.Soria@Horacemann.com	

Payroll Frequency: ☐ Weekly ☐ Bi-Weekly ☒ Monthly ☐ Other: _____

2. PLAN DESIGN AND PROVISIONS

DATES

Plan Effective Date: 01/01/2009 **Plan Year-End:** 12/31

Plan Effective Date will affect plan compensation for the 1st plan year. For example: if a calendar year plan selects a January 1, 2014 effective date, contributions will be calculated based on full 2014 compensation. If a mid-year date is elected, contributions will be based on pro-rated compensation.

Type of Plan:

☒ 403(b) Plan ☐ 457(b) Plan ☐ 401(a) Plan

Plan Features:

ELIGIBILITY/INFORMATION

Service Requirement:	**403(b)**	**457(b)**	**401(a)**	**Employer Match** ☐403(b)☐457(b)☐401(a)
One Year of Service	☐	☐	☐	☐
None	☒	☐	☐	☐
Other_____	☐	☐	☐	☐
Age Requirement:				
Age21	☐	☐	☐	☐
None	☒	☐	☐	☐
Other_____	☐	☐	☐	☐
Entry Dates:				
Semi-annual	☐	☐	☐	☐
Quarterly	☐	☐	☐	☐
Monthly	☐	☐	☐	☐
Immediate	☒	☐	☐	☐
Other_____	☐	☐	☐	☐
Roth Contributions Allowed:	☒	☐	☐	☐
Age 50 Catch up Allowed:	☒	☐	☐	☐
15 Years' Service Catch-up Allowed:	☐	☐	☐	☐
Final 3 years Catch-up Allowed:	☐	☐	☐	☐

Excluded Employees:

☒ None ☐ Union Employees ☐ Nonresident Aliens

☐ Employees who work less than 20 hours ☐ Employees who are students

☐ Other_____

EMPLOYEE CONTRIBUTIONS

An employee may modify, start or stop a [403(b) or 457(b)] deferral election on the following frequency:

☒ Per Payroll ☐ Monthly ☐ Quarterly ☐ Semi-annually

CONTRIBUTION DEDUCTION TYPE

☐ % ☐ $ ☐ Both

MATCHING CONTRIBUTIONS

The employer match will be: ☐ Discretionary ☐ Fixed (i.e. required) ☒ N/A

If fixed, describe match formula: _____% of [403(b) or 457(b)] up to _____% of Compensation

Matching Contributions will be allocated to participant accounts at the following time(s):

☐ Per Payroll ☐ Monthly ☐ Quarterly ☐ Annually

EMPLOYER'S CONTRIBUTIONS

The Employer's contribution will be: ☐ Discretionary ☐ Fixed (i.e. required) ☒ N/A

The Employer's Contribution formula will be

☐ Pro Rata ☐ Integrated (integration level will be_____% of SSA Taxable Wage Base)

☐ New Comparability Group 1:_____ Group 2:_____

(Additional fees apply) Group 3:_____ Group 4:_____

The Employer's Contributions will be allocated to participant accounts at the following time(s):

☐ Per Payroll ☐ Monthly ☐ Quarterly ☐ Annually

☐ a. An employee must be employed with the employer on the last day of the plan year OR must have more than 500 hours of service for the plan year,

Or

☐ b. An employee must be credited with at least _____ hours of service (may not exceed 1,000) during the plan year

☐ c. An employee must be employed with the employer on the last day of the plan year.

VESTING ☒ N/A

Employer contribution vesting schedule(s):

☐ 100% Immediate

☐ 3-Year Cliff (1-2 yrs = 0%, 3yrs = 100%)

☐ 6-Year Graded (20% each yr after 2nd yr)

☐ Other (per schedule below)

1 Year _____% 4 Years_____%

2 Year _____% 5 Years_____%

3 Year _____% 6 Years_____%

Will the following service be excluded for vesting purposes?

Service before the plan's original effective date ☐ Yes ☐ No

Years of service before the employee's 18th birthday ☐ Yes ☐ No

Special Situation – An employee becomes 100% vesting in the event of: ☐ Death ☐ Disability

INCOMING TRANSACTIONS

Will the Plan permit rollovers?	☒ Yes	☐ No
Will the Plan permit exchanges?	☒ Yes	☐ No
Will the Plan permit transfers?	☒ Yes	☐ No

LOANS

Will the Plan permit loans?	☒ Yes	☐ No
Maximum number of loans permitted?	☐ One	☒ Other No limit
Minimum/Maximum Loan Amount	IRS Limits	

If yes, please explain loan policy _____

_____

Loan repayments are able to be sent via check or ACH (bank draft) only

DISTRIBUTIONS

Are In-Service withdrawals permitted?	☒ Yes	☐ No	
Age:	☒ 59 ½	☐ No	☐ Age_____
Separation from Service:	☒ Yes	☐ No	
Death:	☒ Yes	☐ No	
Disability:	☒ Yes	☐ No	
QDRO:	☒ Yes	☐ No	
Hardship withdrawals	☐ Pretax	☐ Roth	☒ Both
Exchange	☐ Pretax	☐ Roth	☒ Both
Transfers	☐ Pretax	☐ Roth	☒ Both

Appendix A

INVESTMENTS

Please see the investment lineup below. The investments may change based on fund availability. You may elect a subset of the below lineup by marking the box next to each corresponding investment you wish to be included as an option for your plan(s). If nothing is selected, all of the investments below will be a part of your lineup.

Fund Category and Fund Name	Ticker Symbol	X If Yes	Fund Category and Fund Name	Ticker Symbol	X If Yes
Target Date Funds			**Small Growth**		
Vanguard Target Retirement 2020 Inv	VTWNX		AB Small Cap Growth Z	QUAZX	
Vanguard Target Retirement 2025 Inv	VTTVX		Prudential Jennison Small Company Q	PJSQX	
Vanguard Target Retirement 2030 Inv	VTHRX		**Real Estate**		
Vanguard Target Retirement 2035 Inv	VTTHX		Invesco Real Estate R6	IARFX	
Vanguard Target Retirement 2040 Inv	VFORX		Morgan Stanley Inst US Real Estate IS	MURSX	
Vanguard Target Retirement 2045 Inv	VTIVX		Virtus Real Estate R6	VRREX	
Vanguard Target Retirement 2050 Inv	VFIFX		Vanguard REIT Index Adm	VGSLX	
Vanguard Target Retirement 2055 Inv	VFFVX		**Foreign Large Blend**		
Vanguard Target Retirement 2060 Inv	VTTSX		JPMorgan International Opps R6	JIOMX	
Retirement Income			MFS Research International R6	MRSKX	
Vanguard Target Retirement Income Inv	VTINX		Neuberger Berman International Eq R6	NRIQX	
Conservative Allocation			Vanguard Developed Markets Idx Admiral	VTMGX	
Vanguard LifeStrategy Income Inv	VASIX		Vanguard Total Intl Stock Index Admiral	VTIAX	
Vanguard LifeStrategy Cnsrv Gr Inv	VSCGX		**Foreign Large Value**		
Moderate Allocation			American Beacon Intl Equity Instl	AAIEX	
Vanguard LifeStrategy Moderate Gr Inv	VSMGX		DFA International Value I	DFIVX	
Aggressive Allocation			Schroder International Multi-Cap Val R6	SIDRX	
Vanguard LifeStrategy Growth Inv	VASGX		JPMorgan International Val R6	JNVMX	
Large Value			**Diversified Emerging Markets**		
Diamond Hill Large Cap Y	DHLYX		DFA Emerging Markets I	DFEMX	
JPMorgan Equity Income R6	OIEJX		Neuberger Berman Emerg Mkts Eq R6	NREMX	
LSV Value Equity	LSVEX		Vanguard Emerging Mkts Stock Idx Adm	VEMAX	
MFS Value R6	MEIKX		**World Stock**		
JHancock Disciplined Value R6	JDVWX		MFS Global Equity R6	MWEMX	
Large Growth			Oakmark Global I	OAKGX	
JPMorgan US Equity R6	JUEMX		Oppenheimer Global I	OGLIX	
MFS Blended Research Core Equity R6	MUEVX		**Foreign Large Growth**		
			MFS International Growth R6	MGRDX	
			Invesco International Growth R6	IGFRX	

Fund Category and Fund Name	Ticker Symbol	X If Yes	Fund Category and Fund Name	Ticker Symbol	X If Yes
Large Blend			**Foreign Large Growth**		
American Funds Invstmnt Company of America	RICGX		Oppenheimer International Growth I	OIGIX	
Vanguard 500 Index Admiral	VFIAX		American Funds Europacific Growth R5	RERFX	
Nuveen Santa Barbara Dividend Growth R6	NSBFX		**Foreign Small/Mid Blend**		
Large Growth			DFA International Small Company I	DFISX	
American Century Growth R6	AGRDX		Oakmark International Small Cap I	OAKEX	
JPMorgan Large Cap Growth R6	JLGMX		**Foreign Small/Mid Growth**		
MFS Growth R6	MFEKX		Oberweis International Opps Instl	OBIIX	
Neuberger Berman Socially Rspns R6	NRSRX		Wasatch International Growth	WIIGX	
T. Rowe Price Growth Stock I	PRUFX		**Global Real Estate**		
Mid-Cap Value			DFA Global Real Estate Securities Port	DFGEX	
MFS Mid Cap Value R6	MVCKX		Invesco Global Real Estate R6	FGREX	
Victory Sycamore Established Value R6	VEVRX		Prudential Global Real Estate Q	PGRQX	
Wells Fargo Special Mid Cap Value R6	WFPRX		**World Bond**		
Mid-Cap Blend			AB Global Bond Z	ANAZX	
Dreyfus Opportunistic Midcap Value Y	DMCYX		Legg Mason BW Global Opportunities Bd IS	GOBSX	
Aberdeen Mid Cap US Equity	GUEIX		Loomis Sayles Global Bond N	LSGNX	
Vanguard Extended Market Idx Adm	VEXAX		Vanguard Total Intl Bd Idx Admiral™	VTABX	
Vanguard Mid Cap Index Adm	VIMAX		Prudential Global Total Return Q	PGTQX	
Mid-Cap Growth			**High Yield Bond**		
AMG TimesSquare Mid Cap Growth	TMDIX		BlackRock High Yield Bond K	BRHYX	
Baird MidCap Inst	BMDIX		Columbia Income Opportunities Y	CIOYX	
Ivy Mid Cap Growth R6	IGRFX		Vanguard High-Yield Corporate Adm	VWEAX	
JPMorgan Mid Cap Growth R6	JMGMX		Lord Abbett High Yield R6	LHYVX	
Small Value			**Intermediate-Term Bond**		
Boston Partners Small Cap Value II I	BPSIX		BlackRock Total Return K	MPHQX	
DFA US Targeted Value I	DFFVX		Guggenheim Total Return Bond Instl	GIBIX	
JPMorgan Small Cap Value R6	JSVUX		JPMorgan Core Plus Bond R6	JCPUX	
Nuveen NWQ Small Cap Value R6	NSCFX		Prudential Total Return Bond Q	PTRQX	
Small Blend			Vanguard Total Bond Market Index Adm	VBTLX	
DFA US Small Cap I	DFSTX		**Inflation-Protected Bond**		
T. Rowe Price Small-Cap Value I	PRVIX		BlackRock Inflation Protected Bond K	BPLBX	
Vanguard Small Cap Index Adm	VSMAX		Vanguard Inflation-Protected Secs Adm	VAIPX	
Small Growth			Vanguard Shrt-Term Infl-Prot Sec Idx Adm	VTAPX	
Kalmar Growth-with-Value Sm Cp Instl	KGSIX		DFA Inflation-Protected Securities I	DIPSX	
Vanguard Explorer Adm	VEXRX				

DEFAULT INVESTMENT

These default investment selections will be used should an employee fail to provide investment instruction. Fund selection will be based on employee's date of birth.

Fund Name	Ticker	Birth Date Range (e.g., 01/01/30-12/31/50)
Vanguard Target Retirement 2020 Inv	VTWNX	01/01/1950 – 12/31/1959
Vanguard Target Retirement 2025 Inv	VTTVX	01/01/1960 – 12/31/1964
Vanguard Target Retirement 2030 Inv	VTHRX	01/01/1965 – 12/31/1969
Vanguard Target Retirement 2035 Inv	VTTHX	01/01/1970 – 12/31/1974
Vanguard Target Retirement 2040 Inv	VFORX	01/01/1975 – 12/31/1979
Vanguard Target Retirement 2045 Inv	VTIVX	01/01/1980 – 12/31/1984
Vanguard Target Retirement 2050 Inv	VFIFX	01/01/1985 – 12/31/1989
Vanguard Target Retirement 2055 Inv	VFFVX	01/01/1990 – 12/31/1994
Vanguard Target Retirement 2060 Inv	VTTSX	01/01/1995 – 12/31/1999

Appendix B

PLAN FEES/AUTHORIZATION – TO BE SIGNED BY PLAN SPONSOR

Monthly Asset-Based Fees
An annual asset-based fee of 1.25% is applied to the participant's assets held in mutual funds, not to include the Horace Mann Fixed Annuity. This fee represents the expenses associated with the participant recordkeeping, statements, transactions, program distribution and custodial services. The fee will be displayed on the participant's quarterly statements. This fee is calculated based upon the preceding month and will be displayed as a fee deducted from the participant accounts.

Annual Administrative Fee
There is an annual administrative fee of $25 charged to each participant account.

Transaction Processing Fee
Loans and Distributions will require a $20 per transaction fee payable by the participant at the time of the distribution. A loan origination fee of $50 in addition to an annual administration fee of $50 per loan also applies.

Financial Representative Compensation
I understand that the authorized financial representative(s) will receive a portion of the asset-based fees for their educational services, distribution of the program and additional program services. The representatives compensation is 0.60% based upon balance in a participant account at month end.

Third Party Administration Fees
I authorize Horace Mann Investors, Inc. to deduct from participant account the fees assessed by TCGServices, the Third Party Administrator to the plan.

Authorization

I have read and understand the choices I have elected within the Plan Establishment Kit. I represent that I am authorized to sign on behalf of the Employer and that the Employer has taken all actions necessary to accurately complete this document. I acknowledge that as the Plan Sponsor, I have made the investment and other elections in the best Interests of the plan and plan participants. I understand that Horace Mann Investors Inc. will be providing [403(b) 457(b) or 401(a)] recordkeeping services for participants enrolled in the Horace Mann Investors, Inc. program based upon the information provided herein. Horace Mann Investors, Inc. has not provided tax, legal, or Investment advice to me. I have been advised to seek independent tax, legal or investment advice to assist me in establishing this plan. I acknowledge that I have reviewed the fees described on this page and authorize them.

I authorize Horace Mann Investors, Inc. to instruct the plan custodian to deduct the fees referenced herein and in the Services Agreement, as applicable, from participant accounts as program administrative fees.

Further, by signing below, the employer is authorizing Horace Mann Investors, Inc. to provide plan and employee data needed to perform services related to the plan to applicable parties.

_____

Signature of Plan Trustee or Authorized Person Date

_____ _____

Name Title

Horace Mann Fixed Investment Option Application

Horace Mann
Founded by Educators for Educators

Horace Mann Life Insurance Company
A Stock Company
1 Horace Mann Plaza
Springfield, Illinois 62715
800-999-1030
horacemann.com

Group Unallocated Flexible Premium Deferred Fixed Annuity Contract Application

Employer information

Applicant (employer) name Clear Creek Elementary School District

Address 17700 McCourtney Road, Grass Valley, CA 95949

Federal identification number (i.e. Tax ID) _____

Contact person(s) _____

Telephone number _____ Fax number _____

E-mail address _____

Plan information

The Group Unallocated Flexible Premium Deferred Fixed Annuity Contract is being applied for in connection with a:

☑ 403(b) ☐ 457(b) ☐ 401(a) ☐ 401(k) plan

The applicant is a: ☑ Public School ☐ Other _____

For purposes of administering the Contract, the following is the Applicant's designated Administrator/record keeper (must be approved by Horace Mann):

Administrator/record keeper name TCG Services

Address 900 S Capital of Texas Hwy, Suite 350, Austin, TX 78746

Contact person(s) _____

Telephone number 800-943-9179 Fax number 888-989-9247

E-mail address info@tcggroupholdings.com

Horace Mann Life Insurance Company requires that a copy of the Applicant's Plan Document be provided to us. A copy of the Plan Document should be mailed to us at:

Horace Mann Plan Contact: Horace Mann Contact, Administrator
877-602-1870

Home Office: Horace Mann Life Insurance Company
1 Horace Mann Plaza
Springfield, Illinois 62715-0001

Fraud notice

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicant agrees that the information provided above is full, complete, and true to the best of the Applicant's knowledge.

Applicant (employer)

Representative name and title/position _____

Representative signature _____

Signed at _____ on _____
(city/state) (date)

Agent/producer

Agent/producer name Sarah Soria

Agent/producer signature Sarah J. Soria

Agent number BA98 Date signed 4/7/17

Horace Mann Services Agreement

Services Agreement for 403(b) Plans

This Services Agreement ("Agreement") is entered into as of _____, 2017 ("Effective Date") between Horace Mann Investors, Inc. ("HMII") and Clear Creek Elementary School District ("Employer").

1. Plan Information. Employer hereby retains HMII to perform the recordkeeping and other services ("Services") specified in this Agreement in connection with the Employer plan identified on Exhibit A (the "Plan"). Employer represents that (i) the Plan is a plan maintained in accordance with Section 403(b) of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder (together, the "Code"); (ii) the Plan is exempt from the requirements of ERISA and certain requirements of the Code as a governmental plan; (iii) Employer is eligible and authorized under applicable law and the Code to establish and maintain the Plan in accordance with Section 403(b) of the Code; and (iv) Employer operates the Plan in accordance with applicable law.

Employer acknowledges that HMII may engage third party service providers (each a "Service Provider") to perform some or all of the Services under this Agreement, including delegation of its responsibilities to perform recordkeeping services, and Employer hereby authorizes HMII to do so. HMII will remain responsible for such Services as if performed directly by HMII. Whenever HMII has engaged a Service Provider to provide any Services, references to HMII in this Agreement shall also refer to such Service Provider.

Employer agrees to promptly provide HMII with information about the Plan and Employer's active and former employees and their beneficiaries and alternate payees who participate, participated or hold an interest in the Plan ("Participants") that HMII deems necessary to provide the Services. Employer and HMII agree to share information about the Plan and Participants including (i) information concerning the Participants' employment and compensation; (ii) information concerning the Plan and Participants' accounts, including account balances and account transactions; and (iii) information about other retirement plans maintained by Employer.

Employer shall designate in writing to HMII the representatives of Employer (including third party administrators) who are authorized to act on Employer's behalf. Employer agrees that all such designated representatives ("Employer Contacts") are authorized to act on Employer's behalf until Employer notifies HMII otherwise in writing.

2. Funding Vehicles; Trustee or Custodian.

2.1 Employer or its authorized designee is responsible for selecting the products that are available under the Plan. HMII is not responsible for selecting the products offered under the Plan and will not serve as Employer's authorized designee. HMII will perform Services under this Agreement only with respect to certain annuity contracts issued by an affiliate of HMII (each an "Annuity Contract") and certain mutual funds ("Funds") and will not provide any services under this Agreement with respect to any other funding vehicles. The products selected by Employer for which HMII will provide Services under this Agreement are referred to herein as "Permitted Investments". The Permitted Investments initially selected by Employer are identified in Exhibit B and may be changed from time to time by Employer or its authorized designee in writing in accordance with the terms of this Agreement.

2.2 Employer or its authorized designee, by advance written notice to HMII, may delete a Fund as a Permitted Investment or add a funding vehicle from those for which HMII offers to perform Services as a Permitted Investment. If Employer or its authorized designee wishes to designate a Permitted Investment as a default investment option ("Default Investment Option"), it must do so by designating the Default Investment Option in Exhibit B or otherwise providing HMII with a written instruction. HMII will not designate a Default Investment Option and will not serve as Employer's authorized designee.

2.3 HMII retains the right to from time to time add, delete, or substitute Funds for which it offers to perform Services. In addition, a Fund selected by Employer as a Permitted Investment may become unavailable for other reasons. If for any reason a Fund that is a Permitted Investment becomes unavailable in connection with this Agreement, HMII will use its best efforts to give Employer at least 60 days' advance written notice of the deletion or substitution; provided, however, that if a Permitted Investment becomes unavailable for reasons beyond HMII's control, HMII may not be able to give Employer the 60 days' notice or any notice. In the event of a Fund substitution, if Employer objects to the replacement Fund as a Permitted Investment, Employer will notify HMII in writing that such Fund shall not be a Permitted Investment under the Plan.

2.4 Any change in Permitted Investments, other than as set forth above, must be agreed upon by the parties in writing.

2.5 It is Employer's sole responsibility to appoint a trustee or custodian in connection with the Plan for the purpose of holding Plan assets in accordance with applicable law and the Plan. Employer acknowledges and agrees that by electing to receive Services under this Agreement, Employer is also electing to appoint MG Trust Company, d/b/a Matrix Trust Company ("Matrix") to make directed-trustee and/or directed custodian services available for Plan assets invested in the Funds pursuant to a separate trust or custodial agreement. HMII reserves the right to change the custodian on at least one hundred twenty (120) days' advance written notice to Employer. Employer acknowledges and agrees that Employer is solely responsible for the appointment of a custodian. Employer authorizes and directs HMII to collect the fees for services provided by the custodian on behalf of the custodian and to remit the amount of the custodian's fees to the custodian on behalf of Employer, in accordance with the provisions of Section 5 of this Agreement.

3. Services. HMII will provide one or more of the following Services with respect only to the Participant information for which HMII keeps records, and provided that Employer, its designee or the Participant has furnished HMII with all the data it requests in a mutually agreeable medium and format on a timely basis, consistent with the Plan features communicated by Employer in writing to HMII and with applicable provisions of the Code and other applicable law. If the Plan is amended at any time, Employer is responsible for notifying HMII in writing. If any amendment to the Plan requires recordkeeping and/or other services that are not described in this Agreement, HMII shall not be responsible for providing such services and retains the right to refuse to perform such services under this Agreement or, in its discretion, to agree to perform some or all of the services at a mutually agreed upon additional charge.

3.1 Administrative, Recordkeeping and Related Services. HMII will provide the following recordkeeping and related services, solely for the Permitted Investments:

(a) Maintain a record for each Participant's account and update such account records as necessary based upon information provided to HMII by Employer or the Participant. Such records will

include information concerning appropriate contribution classifications based on information and documents furnished by Employer.

(b) Allocate contributions and transfers into the Plan that are made to Participants' accounts in accordance with the directions provided to HMII by Employer or the Participant.

(c) Post any withdrawals, transfers, dividends, interest, other earnings, and/or losses to Participants' accounts. Requested transactions may only be effected on a day on which the New York Stock Exchange is open (a "Business Day").

(d) Process and disburse loans to Participants according to the terms of the Plan where permitted under the Plan.

(e) Process distributions and withdrawals according to the terms of the Plan.

(f) Value each Participant's account as of each Business Day.

(g) Provide Participants with an internet service including (i) the ability to communicate and receive certain Participant account information, such as account balances by Permitted Investment; and (ii) the ability to request transfers of existing Participant account balances, or changes in allocations in future contributions, among Permitted Investments.

(h) Provide each Participant with quarterly statements in HMII's standard format showing amounts, any gains, and losses credited to each of the Permitted Investments held in the Participant's account. These quarterly statements will be delivered in paper unless the Participant requests to receive an electronic copy.

(i) Provide Employer with an electronic quarterly summary of all activity generated by the Plan and Participants.

(j) Maintain Participant beneficiary designations per the Participant's instructions.

(k) Administer hardship distributions according to the terms of the Plan where permitted under the Plan.

(l) Provide Participants notice and calculation of their required minimum distribution (RMD) based on the value in their account. (m) If HMII does not receive a written objection from Employer or a Participant concerning the accuracy of any statement or report described in this Section 3.1 within 90 days after the date of the statement or report, it will be considered accurate and acceptable.

3.2 Employee Communication Services. HMII will conduct group and individual meetings with employees of Employer who are eligible to participate in the Plan ("eligible employees"), as communicated to HMII in writing by Employer, at mutually agreed upon times and places, to provide information to them about the Plan. Unless otherwise agreed, HMII will (at its expense) use its standard communication materials.

3.3 Tax Compliance Services. HMII will provide only the following tax compliance services with respect to the Plan, provided Employer provides HMII with all information and documentation needed in order to provide such services:

(a) Perform Code Section 415 annual additions limit testing to assist Employer in determining the Plan's compliance with Code Section 415(c), and communicate the results of such tests to Employer.

(b) Perform Code Section 402(g) salary reduction limit testing

(c) Maintain separate accounting for designated Roth contributions

(d) Maintain separate accounting for rollover contributions

(e) Maintain separate accounting for 415(c) excess contributions

(f) Provide Plan custodian with appropriate data for Participant taxable events

(g) If directed by Employer, process corrective distributions from the Plan.

Unless otherwise agreed upon in writing between HMII and Employer, HMII will not perform (i) any tax compliance services other than those listed in this Section 3.3; (ii) any tax compliance services for any investment vehicles that are not Permitted Investments; or (iii) any tax compliance services for any Participant investments for which it has not received sufficient information in the proper medium and format on a timely basis. HMII will not aggregate the Plan with any other plan of Employer for purposes of the compliance tests described in this Section 3.3.

4. HMIi Procedures.

4.1 Employer and Participant instructions and other information related to the Services must be received by HMII in good order. All such instructions shall be provided to HMII in electronic form, as directed by HMII. The format will include information concerning appropriate contribution and distribution classifications. If any information required by HMII is incomplete or ambiguous or not timely received by HMII, HMII may determine, in its discretion, that the transaction or Service cannot be processed and decline to provide Services until Employer or the Participant, as appropriate, provides such information as HMII requires. In this event, HMII will not be responsible or liable for not providing Services until Employer or the Participant has satisfied these requirements.

Instructions necessary to process contributions and loan repayments (if loans are allowed by the Plan) include, but are not limited to, a continuous listing from Employer of the names and social security numbers of Participants for whose accounts the contributions and loan repayments will be made and the amounts to be allocated to each Participant's account. If HMII has no investment allocation instructions on file for the Participant and Employer has identified a Permitted Investment as a Default Investment Option, contributions will be invested in the Plan's Default Investment Option. If there is no Default Investment Option for the Plan, HMII will return the contribution to Employer.

Transfers between Permitted Investments must be made in either dollar amounts or whole percentages. All percentage allocations must equal 100%. A transfer request received by HMII will not be honored if the Participant has a conflicting outstanding request pending, unless the conflicting request is cancelled. A request received by HMII in good order on a Business Day before the close of trading on the New York Stock Exchange ("NYSE") cannot be cancelled after the NYSE has closed.

Where the Plan provides that any requested transaction must be approved by Employer or a third party administrator ("TPA") retained by Employer, Employer or its TPA, as appropriate, must approve such transaction electronically, in a format agreed upon between Employer and HMII. At Employer's request, HMII may agree to process such transaction requests based on nondiscretionary guidelines established by Employer.

4.2 Generally, contributions and transaction requests received by HMII in good order by 4:00 p.m. Eastern Time, or, if earlier, when the NYSE stops taking trades during its regular market hours, will be processed to effect these transactions on the same Business Day they are received, subject to the terms and conditions currently applicable to the selected Permitted Investment. Contributions and transaction requests received after 4:00 p.m. Eastern Time (or, if earlier, when the NYSE stops taking trades during its regular market hours) will generally be effected on the following Business Day.

HMII does not guarantee the execution of any transaction on any particular day, and HMII is not liable for any loss or diminution in value that may occur if transactions are not executed on a particular day, except to the extent that HMII has an indemnification obligation under Section 7.1.

4.3 Participants will give all instructions to HMII in connection with the Permitted Investments held in their accounts, including changes in allocations for future contributions, transfers among Permitted Investments, and other transactions requested by Participants. HMII will implement the Participant's instructions on the same terms in accordance with this Agreement as if the instructions had come from Employer. All such instructions will be recorded and kept by HMII as required by law. Employer acknowledges that HMII reserves the right to refuse any instructions that are not in accordance with HMII's standard operating procedures. Participants' requests for distributions will require Employer approval.

4.4 Written acknowledgment of the transfer of an existing Participant account balance or change in the allocation of future contributions among Permitted Investments will be given electronically to a Participant, unless the Participant has requested a paper acknowledgment. Such acknowledgment shall be given electronically or mailed within the time required by applicable law.

4.5 Employer acknowledges that, from time to time, HMII or its affiliate may design and implement policies and procedures to deter abusive market timing trading practices with regard to its Annuity Contracts. Employer also acknowledges that HMII may be required to implement policies and procedures adopted by various Funds regarding abusive market timing or excessive trading. These policies and procedures may result in, among other actions, the cancellation of an instruction from a Participant or Employer, the imposition of a fee against a Participant's account, or a limitation on either the number of transfers that may be effected at any one time or during a period of time or the dollar amount of such transfers with regard to a Participant. HMII may be required to provide Funds with Participant information and to implement such policies and procedures with regard to a Participant's account.

5. HMII Compensation; Expenses; Other Compensation.

5.1 Employer agrees that HMII shall be entitled to receive the compensation set forth on Exhibit C with respect to Participants' accounts, payable in the manner set forth on Exhibit C. HMII may increase its fees set forth on Exhibit C for any period after the Initial Term upon one hundred twenty (120) days' advance written notice to Employer. Notwithstanding the preceding sentence, if Employer amends the Plan and requires or requests any change in the Services or additional services, and HMII agrees to the change, HMII may immediately increase its fees as of the effective date of the change in Services. HMII may lower its fees without any advance notice to Employer. The provisions of this Section 5.1 will survive the termination of this Agreement until there are no Participant accounts invested in any of the Permitted Investments.

5.2 Subject to applicable law, Employer may instruct HMII in writing to deduct other fees from a Participant's account balance or Plan expense account to pay for Plan administration expenses incurred by Employer. In making such a request, Employer represents that it is authorized to direct HMII to deduct these expenses from Participants' accounts and the Plan expense account, and that the amounts deducted will be used solely to pay for expenses of administering the Plan. Such fees will be sent by HMII to the person designated in writing by Employer or its designated representative. Employer shall be responsible for providing notice to Participants of any such fees; however, without obligating HMII to

do so, HMII also reserves the right to provide Participants with notice of such fees. Employer will, as described in Section 7.1, hold harmless and indemnify HMII for any losses arising out of the imposition of such fees.

5.3 Employer or the Plan will pay all reasonable costs for reprocessing a Plan transaction or preparing a corrected report or statement due to incorrect or incomplete information received by HMII. If Employer does not remit payment within 30 days of the date of invoice from HMII, Employer authorizes and directs HMII to deduct from the Plan an amount equal to the amount of the invoice and to allocate such fees to Participant accounts in a manner that reasonably reflects the accounts and Permitted Investments that generated such amount. Approximations may be used whenever it is not feasible to allocate such amounts on an exact basis.

5.4 HMII and/or its Service Provider may receive a fee from Funds that are selected by Employer as Permitted Investments for providing certain administrative, recordkeeping, or distribution services to the Funds. These fees may include 12b-1 fees indicated in the Fund's prospectus. The fees may be paid by the investment adviser, the transfer agent, or other affiliate of the Fund or its adviser. These payments may be derived, in whole or part, from the advisory fee or other fees deducted from the Fund's assets. The Plan and Participants, through their investment in the Funds, bear the costs of these fees. Neither HMII nor its representatives provide any investment advice and do not recommend or endorse any particular Fund.

5.5 HMII, the custodian, or another third party may maintain bank and securities processing accounts to hold for a reasonable time (and subject to the requirements of applicable law): (i) Plan contributions to be invested; (ii) redemptions for reinvestment or distribution; or (iii) other amounts in connection with the Plan. The entity maintaining the accounts is responsible for the accounts' expenses and retains income, if any, generated by the accounts as compensation.

In the event of an error in calculating the value of a Plan asset or in processing a Plan transaction, a gain/loss may result. The entity, whether HMII or a Service Provider, responsible for an error and for correcting the error is responsible for losses, as described in Section 7.1, and retains the gain, if any, as compensation.

5.6 HMII and its affiliates and representatives may use information Employer or Participants furnish to contact Participants concerning ancillary products and services. Employer and Participants have no obligation concerning the purchase of those products or services.

6. Employer Responsibilities.

HMII's responsibilities with respect to the Plan shall be limited to the Services specified herein. Employer shall have all other responsibilities with respect to the Plan, including but not limited to the responsibilities stated elsewhere in this Agreement and the following duties:

6.1 Employer acknowledges that (a) it is the Plan administrator and will serve in the capacity of Plan administrator unless Employer has appointed a third party to serve as Plan administrator; (b) neither HMII nor any affiliate of HMII nor any Service Provider has been appointed to serve as Plan administrator or fiduciary of the Plan; and (c) HMII is responsible only for the provision of the Services agreed upon pursuant to the terms of this Agreement. Employer is responsible for entering into and complying with salary reduction agreements with its employees for the purpose of making contributions

to the Plan. Employer hereby authorizes HMII to accept remittances in accordance with the terms of this Agreement.

6.2 It is Employer's responsibility to provide HMII with accurate and complete information about the terms of the Plan, including the plan document for the Plan and any amendment to the same (the "Plan Document"), and all other information that HMII may reasonably request to perform the Services, in a form acceptable to HMII. Employer acknowledges that HMII will rely on this information in providing the Services. HMII will not be responsible for: (a) the accuracy or sufficiency of the Plan Document or the accuracy of any information provided by Employer or a Participant; (b) any Services, Participant statements, or reports based on inaccurate or incomplete information transmitted by Employer or a Participant; (c) the failure to provide any Services, Participant statements, or reports because of Employer's or a Participant's failure to provide complete or accurate information on a timely basis; or (d) the compliance of the Plan with applicable local, state, and federal law, including but not limited to the Code.

6.3 It is Employer's responsibility to determine the eligibility of Employer's employees to participate in the Plan and to communicate this information to HMII in a form mutually agreed on by HMII and Employer.

6.4 Employer agrees to inform employees and Participants about HMII's procedures as described in Section 4.

6.5 Employer acknowledges and agrees that HMII's duties under this Agreement are administrative in nature and do not involve the exercise of discretion or any other fiduciary responsibility with respect to any Plan activity or investment-related activities. HMII is not responsible for reviewing the Plan Document, ensuring the Plan Document's or Employer's compliance with applicable law, or selecting funding vehicles for the Plan. Employer further acknowledges that neither HMII nor any of its affiliates, employees, agents, or Service Providers provides any tax or legal advice to Employer, the Plan, or any Participant in connection with the Plan.

7. Indemnification.

7.1 Each party ("Indemnifying Party") will defend, indemnify, and hold harmless the other party, its subsidiaries, affiliates, employees, officers, agents, and directors ("Indemnified Parties") from losses, damages, penalties, liabilities, costs, and expenses ("Losses") incurred by, imposed on, or asserted against any Indemnified Party arising from the breach of any of Indemnifying Party's obligations under this Agreement or the negligence, error or willful misconduct of the Indemnifying Party or any of its affiliates, employees, officers, agents, directors or third-party designees (and, in the case of Employer, any Participant); except that, to the extent that such Losses were a consequence of the negligence or willful misconduct by any Indemnified Party, Indemnifying Party shall have no obligation to indemnify any Indemnified Party. Any indemnification obligation discussed herein is limited to actual damages, reduced by any recovery an Indemnified Party receives from third parties, and does not extend to lost profits, indirect, special, incidental or consequential or punitive damages, whether or not foreseeable.

7.2 Any party seeking indemnity under this Section 7 shall (a) promptly after receiving notice of a claim or litigation for which indemnity may be sought, give the Indemnifying Party prompt written notice thereof, together with any and all documentation received which is related to such claim or litigation; (b) give the Indemnifying Party full control over the defense and settlement of the claim or litigation;

and (c) reasonably cooperate with the Indemnifying Party, at the Indemnifying Party's expense, to facilitate the defense or settlement of any such claim or litigation; provided that a failure to comply with the foregoing procedures shall relieve the Indemnifying Party from its obligation to indemnify solely to the extent that such failure results in prejudice to the Indemnifying Party. The party seeking indemnity may participate in the defense or negotiations at its own expense to protect its interests. The Indemnifying Party shall not enter into any settlement agreement that impairs the rights or expands the obligations of the party seeking indemnity without the prior written consent of such party, provided that the Indemnifying Party may settle any claim or litigation to the extent such claim or litigation only seeks monetary damages if the Indemnifying Party agrees to pay such monetary damages.

7.3 The provisions of this Section 7 shall survive the termination of this Agreement.

8. Term and Termination.

8.1 This Agreement will continue in effect from the Effective Date for a period of __ years (the "Initial Term"), subject to earlier termination under Section 8.2. After the Initial Term, HMII or Employer may terminate this Agreement on not less than ninety (90) days' written notice to the other party, subject to earlier termination under Section 8.2.

8.2 Notwithstanding Section 8.1, HMII or Employer may terminate this Agreement in the event of the other party's material breach of this Agreement, if the breach is not cured within forty-five (45) days after delivery of written notice thereof.

8.3 Upon termination of this Agreement, HMII will cease providing Services. Termination of this Agreement will not affect Employer's obligation to pay fees and other expenses (including any interest thereon) due for Services provided through the date of termination. Employer acknowledges that, if Services are provided under this Agreement with respect to any Annuity Contract, Employer and Participants are separately subject to the terms and conditions of the Annuity Contract, and, in particular, Employer acknowledges that the Annuity Contract may impose charges or a market value adjustment in the case of surrender or discontinuance of, or withdrawals from, the Annuity Contract.

8.4 Upon termination of this Agreement and upon request by Employer, HMII will send to Employer a copy of Plan records that are maintained by HMII on behalf of Employer or will send such copy to another party named by Employer. A charge may be imposed by HMII if Employer requests that records be sent in a format other than HMII's standard format.

8.5 The provisions of Sections 8.3 and 8.4 shall survive the termination of this Agreement.

9. Confidentiality.

Employer hereby authorizes and directs HMII to share confidential Plan and Participant information ("Confidential Information") with the Employer Contacts on their reasonable request for purposes of administering the Plan. Employer further authorizes HMII to share Confidential Information with Service Providers to the extent necessary to allow such Service Providers to perform Services under this Agreement. Employer represents that it is authorized to disclose such Confidential Information and to further authorize HMII to do so.

HMII agrees that it shall not use, disclose, or permit access to Confidential Information acquired in connection with the Services performed under this Agreement except as necessary to perform such Services or as otherwise allowed herein (including but not limited to the provisions of Section 5.6). For purposes of this Agreement, Confidential Information includes, but is not limited to, nonpublic personal information as defined by Title V of the Gramm-Leach-Bliley Act. Notwithstanding the foregoing, HMII and its affiliates shall have the right to use or disclose such Confidential Information if: (a) required by applicable law or any court, governmental agency, regulatory authority, or by subpoena or discovery request in pending litigation; (b) necessary in connection with any of HMII's or its affiliates' audit, legal, compliance, or accounting procedures; (c) the information is available or ascertainable from public information (other than as a result of prior unauthorized disclosure); (d) authorized by Employer or a Participant; (e) required to protect against or prevent fraud; or (f) the information was in HMII's possession prior to the Effective Date. HMII will take reasonable steps and maintain appropriate safeguards to protect and ensure the integrity of such Confidential Information.

The provisions of this Section 9 shall survive the termination of this Agreement.

10. Delays or Failures in Performance and Electronic Transmission.

HMII will maintain and will assure that its Service Providers maintain commercially reasonable business continuity and disaster recovery measures intended to: (a) prevent or cure any delay or failure of the Services and (b) recover records concerning the Plan maintained by HMII or its Service Providers under this Agreement. Notwithstanding the foregoing, neither HMII, its Service Providers, nor Employer will be liable for any delay or failure in performance of this Agreement resulting directly or indirectly from any cause beyond the control of that party, including without limitation acts of nature, governmental actions, interruptions of communications services, fire, labor difficulty, civil disturbances, or interruptions or unavailability of power or other utilities. Each party agrees to bear its own interconnect transmission costs, and is responsible for its own acts or omissions relating to transmitting, receiving, storing, or handling documents. Each party at its own expense will provide and maintain the equipment, software, services, and testing reasonably necessary to send and receive electronic documents effectively and reliably and will maintain audit trails with respect thereto.

11. Miscellaneous.

11.1 The failure of either party to enforce any provision of this Agreement shall not operate as a waiver of such provision or release either party from its obligations under this Agreement as stated in such provision.

11.2 Except as otherwise provided herein, neither HMII nor Employer may assign this Agreement without the prior written consent of the other party.

11.3 This Agreement may be amended only by a written amendment signed by authorized officers of both parties.

11.4 This Agreement will be governed by the laws of the State of Illinois without regard to the conflicts of law provisions therein, except to the extent that federal law preempts or supersedes such state law. Any litigation with respect to the terms or conditions of this Agreement will be conducted under such state's jurisdiction, and the parties agree that venue lies therein.

11.5 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or in writing.

11.6 Except as otherwise provided herein, any written notice required under this Agreement shall be given by (a) personal delivery, (b) a nationally-recognized, next-day courier service, or (iii) first-class registered or certified mail, postage prepaid, to the other party at the address of such party set forth below or at such other address as such party may from time to time specify in writing to the other party. A notice given in accordance with this Section 11.6 shall be effective upon receipt by the party to which it is given or, if mailed, upon the earlier of receipt and the fifth Business Day following mailing.

If to HMII: Retirement Advantage
PO Box 4511
Springfield, IL 62708
Fax: (217) 541-8370

If to Employer: Clear Creek Elementary School District
17700 McCourtney Rd.
Grass Valley, CA 95949

11.7 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.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives have executed this Agreement as of the Effective Date set forth above.

EMPLOYER

Sign:
By: _____
Name:
Title:

HORACE MANN INVESTORS, INC.

By: _____
Name: Norman R. Sherman
Title: President of HMII

Exhibit A

Name of Plan: The Clear Creek Elementary School District Voluntary 403(b) Plan

Exhibit B

Permitted Investments: The investments may change based on fund availability.

Large Growth		**Small Growth**	
American Century Growth R6	AGRDX	Prudential Jennison Small Company Q	PJSQX
JPMorgan Large Cap Growth R6	JLGMX	Kalmar Growth-with-Value Sm Cp Instl	KGSIX
MFS Growth R6	MFEKX	Vanguard Explorer Adm	VEXRX
Neuberger Berman Socially Rspns R6	NRSRX	AB Small Cap Growth Z	QUAZX
T. Rowe Price Growth Stock I	PRUFX	Nuveen NWQ Small Cap Value R6	NSCFX
JPMorgan US Equity R6	JUEMX	**Small Blend**	
MFS Blended Research Core Equity R6	MUEVX	DFA US Small Cap I	DFSTX
American Funds Invstmnt Comp of America	RICGX	T. Rowe Price Small-Cap Value I	PRVIX
Large Blend		Vanguard Small Cap Index Adm	VSMAX
Vanguard 500 Index Admiral	VFIAX	**Small Value**	
Nuveen Santa Barbara Dividend Growth R6	NSBFX	Boston Partners Small Cap Value II I	BPSIX
Large Value		DFA US Targeted Value I	DFFVX
Diamond Hill Large Cap Y	DHLYX	JPMorgan Small Cap Value R6	JSVUX
JPMorgan Equity Income R6	OIEJX	Victory Sycamore Small Company Opp Y	VSOYX
LSV Value Equity	LSVEX	**Foreign Large Growth**	
MFS Value R6	MEIKX	MFS International Growth R6	MGRDX
JHancock Disciplined Value R6	JDVWX	Invesco International Growth R6	IGFRX
Mid-Cap Growth		Oppenheimer International Growth I	OIGIX
AMG TimesSquare Mid Cap Growth	TMDIX	American Funds Europacific Growth R5	RERFX
Baird MidCap Inst	BMDIX	**Foreign Large Blend**	
Ivy Mid Cap Growth R6	IGRFX	JPMorgan International Opps R6	JIOMX
JPMorgan Mid Cap Growth R6	JMGMX	MFS Research International R6	MRSKX
Mid-Cap Blend		Neuberger Berman International Eq R6	NRIQX
Dreyfus Opportunistic Midcap Value Y	DMCYX	Vanguard Developed Markets Idx Admiral	VTMGX
Aberdeen Mid Cap US Equity	GUEIX	Vanguard Total Intl Stock Index Admiral	VTIAX
Vanguard Extended Market Idx Adm	VEXAX	**Foreign Small/Mid Blend**	
Vanguard Mid Cap Index Adm	VIMAX	DFA International Small Company I	DFISX
Foreign Small/Mid Growth		Oakmark International Small Cap I	OAKEX
Oberweis International Opps Instl	OBIIX	**World Bond**	
Wasatch International Growth	WIIGX	AB Global Bond Z	ANAZX
Mid-Cap Value		Legg Mason BW Global Opportunities Bd IS	GOBSX
Harbor Mid Cap Value	HMNVX	Loomis Sayles Global Bond N	LSGNX
MFS Mid Cap Value R6	MVCKX	Vanguard Total Intl Bd Idx Admiral™	VTABX
Victory Sycamore Established Value R6	VEVRX	Prudential Global Total Return Q	PGTQX

Wells Fargo Special Mid Cap Value R6	WFPRX	**Inflation-Protected Bond**	
Foreign Large Value		BlackRock Inflation Protected Bond K	BPLBX
American Beacon Intl Equity Instl	AAIEX	Vanguard Inflation-Protected Secs Adm	VAIPX
DFA International Value I	DFIVX	Vanguard Shrt-Term Infl-Prot Sec Idx Adm	VTAPX
Schroder International Multi-Cap Val R6	SIDRX	DFA Inflation-Protected Securities I	DIPSX
JPMorgan International Val R6	JNVMX	**Real Estate**	
Diversified Emerging Markets		Invesco Real Estate R6	IARFX
DFA Emerging Markets I	DFEMX	Morgan Stanley Inst US Real Estate IS	MURSX
Neuberger Berman Emerg Mkts Eq R6	NREMX	Virtus:Real Estate;R6	VRREX
Vanguard Emerging Mkts Stock Idx Adm	VEMAX	Vanguard REIT Index Adm	VGSLX
World Stock		**Conservative Allocation**	
MFS Global Equity R6	MWEMX	Vanguard LifeStrategy Income Inv	VASIX
Oakmark Global I	OAKGX	Vanguard LifeStrategy Cnsrv Gr Inv	VSCGX
Oppenheimer Global I	OGLIX	**Moderate Allocation**	
Global Real Estate		Vanguard LifeStrategy Moderate Gr Inv	VSMGX
DFA Global Real Estate Securities Port	DFGEX	**Aggressive Allocation**	
Invesco Global Real Estate R6	FGREX	Vanguard LifeStrategy Growth Inv	VASGX
Prudential Global Real Estate Q	PGRQX	**High Yield Bond**	
Intermediate-Term Bond		Columbia Income Opportunities Y	CIOYX
BlackRock Total Return K	MPHQX	Vanguard High-Yield Corporate Adm	VWEAX
Guggenheim Total Return Bond Instl	GIBIX	Lord Abbett High Yield R6	LHYVX
JPMorgan Core Plus Bond R6	JCPUX	**Fixed Account**	
Prudential Total Return Bond Q	PTRQX	Horace Mann Fixed Account	HMGFB
Vanguard Total Bond Market Index Adm	VBTLX	**Retirement Income**	
BlackRock High Yield Bond K	BRHYX	Vanguard Target Retirement Income Inv	VTINX
Target Date Funds		**Target Date Funds**	
Vanguard Target Retirement 2020 Inv	VTWNX	Vanguard Target Retirement 2045 Inv	VTIVX
Vanguard Target Retirement 2025 Inv	VTTVX	Vanguard Target Retirement 2050 Inv	VFIFX
Vanguard Target Retirement 2030 Inv	VTHRX	Vanguard Target Retirement 2055 Inv	VFFVX
Vanguard Target Retirement 2035 Inv	VTTHX	Vanguard Target Retirement 2060 Inv	VTTSX
Vanguard Target Retirement 2040 Inv	VFORX		

Exhibit C

Fee Table

Administrative fee- An administrative fee is applied to the participant's assets held in the mutual funds only, not the Horace Mann Fixed Annuity. A portion of this fee is collected monthly. This fee represents the expenses associated with participant recordkeeping, statements, transactions, program distribution and custodial services. The fee will be displayed on the participant's quarterly statements.	1.25%
Other fees	
Annual Account Fee – The annual account fee is a flat dollar amount deducted from the participant's account. A portion of this fee is collected monthly.	$25.00
Sales Charges	None
Surrender Charge	None
Transaction fees- The fees reflected below are flat dollar amounts that are collected from the participant's account at the time of a transaction.	
Loan Origination Fee	$50
Loan Annual Maintenance Fee	$50
Withdrawal Processing Fee	$20

403(b) Custodial Agreement

MATRIX TRUST COMPANY

403(b) CUSTODIAL ACCOUNT AGREEMENT

(With Employer or Plan Sponsor)

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MATRIX TRUST COMPANY

403(b) CUSTODIAL ACCOUNT AGREEMENT
(With Employer or Plan Sponsor)

PARTIES

Customer (Employer/Plan Sponsor): Clear Creek Elementary School District
Address: 17700 McCourtney Road
City: Grass Valley State: CA Zip: 95949
Phone Number: (_____) Tax ID #:_____

Plan Name: The Clear Creek Elementary School District Voluntary 403(b) Plan

Original Effective Date of Plan: 01/01/2009 **Plan Tax ID#**:_____

Designated Representative: Horace Mann Investors, Inc
Address: 1 Horace Mann Plaza
City: Springfield State: IL Zip: 62715
Phone Number: (877) 602-1870

E-Statement Election:

Provide monthly e-statements (no fee): yes___ no___
Provide quarterly electronic Certified Trust Reports (fee may apply*): yes___ no___
Contact information for e-statement notification:

1.) Name: E-mail: Phone Number:_____

2.) Name: E-mail: Phone Number:_____

* Please consult with your Designated Representative listed above for fees associated with certified trust reports.

AGREEMENT

This 403(b) Custodial Account Agreement ("***Agreement***") is entered into by and among the Customer, the Designated Representative(s), and Matrix Trust Company ("Matrix Trust") ("***Custodian***") effective as of _____, 20____.

ARTICLE 1

DEFINITIONS

1.1 Account or Custodial Account. "Account" or "Custodial Account" means the account established pursuant to Article 2.

1.2 Agreement. "Agreement" means the Matrix Trust 403(b) Custodial Account Agreement by and among the Customer, the Designated Representative(s), and the Custodian.

1.3 Code. "Code" means the Internal Revenue Code of 1986, as amended from time to time.

1.4 Custodian. "Custodian" means Matrix Trust.

1.5 Customer. "Customer" means the sponsor of the Plan designated above.

1.6 Designated Representative. "Designated Representative" means any Person named above as Designated Representative who is authorized by the terms of this Agreement to give directions to the Custodian, or to vote or otherwise manage any asset of the Custodial Account.

1.7 ERISA. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

1.8 Force Majeure. "Force Majeure" means a cause or event outside the reasonable control of the parties or that could not be avoided by the exercise of due care, such as an act of God or any mechanical, electronic or communications failure.

1.9 Fund. "Fund" means all of the assets of the Plan that may be transferred, assigned and delivered to the Custodian from time to time to be held in custody hereunder in the Custodial Account, together with the investments made with them, the proceeds received from them, and the gains and accumulations on them, and the portion thereof from time to time remaining, to be held and disposed of by the Custodian (without distinction between principal and interest) in accordance with the terms and provisions of this Agreement and proper directions received by the Custodian.

1.10 Instruction. An "Instruction" to the Custodian is any oral, written or electronic direction given in a form and manner required or accepted by the Custodian. The Custodian may require that any Instruction be in writing or in an electronic format, and may recognize standing requests, directions, or requisitions as Instructions.

1.11 Investment Manager. "Investment Manager" means any Person defined as such under ERISA Section 3(38) who has been appointed in accordance with Section 5.1.1 to manage the investment of all or any specified portion of the Custodial Account.

1.12 Mutual Fund or Mutual Fund Share(s). "Mutual Fund" and "Mutual Fund Share(s)" means one or more shares issued by a "regulated investment company," as that term is defined in Code Section 403(b)(7)(C).

1.13 Person. "Person" means an individual, committee of individuals, partnership, limited liability partnership, joint venture, corporation, limited liability corporation, mutual company, joint-stock company, non-profit or not-for-profit organization, trust, estate, unincorporated organization, association or employee organization.

1.14 Plan. "Plan" means the plan named above that is either made available or maintained by the Customer, is subject to the requirements of Code Section 403(b)(7), including a salary reduction arrangement, if applicable, under which the employee's rights are nonforfeitable (except for failure to pay future contributions) to the extent required by Code Sections 403(b)(1)(C) and the regulations promulgated thereunder, and with respect to which some or all of the assets are held by the Custodian pursuant to the terms of this Agreement.

ARTICLE 2

ESTABLISHMENT OF CUSTODIAL ACCOUNT

The Customer hereby requests that the Custodian establish a Custodial Account for and in the name of the Customer, and represents that all necessary action has been taken for such appointment and that this Agreement constitutes a legal, valid, and binding obligation of the Customer. The Custodian shall not be obligated to provide detailed accounting for the Account or for any individual investment option, such as with respect to contributions, distributions, loan activity, and rollovers, and Customer agrees to look solely to the Designated Representative or other recordkeeper Customer has retained for all such detailed information.

ARTICLE 3

APPOINTMENT, ACCEPTANCE AND ROLE OF CUSTODIAN

3.1 Appointment; Acceptance. The Custodian, in consideration of the deposit by the Customer of funds into the Account, and other valuable consideration, hereby agrees to act as custodian of the Account on the terms and conditions of this Agreement. The Customer, in consideration of the agreement by the Custodian to perform the duties of a custodian under this Agreement, hereby designates and appoints the Custodian as the custodian of the Account.

3.2 Role. The Custodian, as agent of the Customer, but not as fiduciary, shall take, hold, invest, and distribute all of the assets of the Fund in accordance with the terms of this Agreement. The Custodian will serve as a non-discretionary, directed custodian of the Custodial Account. The Custodian is responsible for maintaining custody of the assets held in the Custodial Account, and for investing those assets as directed by the Designated Representative on behalf of the Customer.

The Custodian (in its capacity as such) will not be an administrative or investment fiduciary of the Plan, and nothing in this Agreement is to be interpreted as causing the Custodian to be responsible for the administration or investment of the Fund other than as directed by the Customer, Designated Representative hereunder, or as performing other than ministerial duties. The Custodian may refuse to exercise any power that it believes, in its sole judgment, could cause it to become a "fiduciary" or "plan administrator" as defined under ERISA, or cause it to be exercising trust powers in contravention of any state or federal law to which it may be subject. Notwithstanding the foregoing, to the extent that the Custodian possesses or exercises any discretion or authority to control the disposition of ERISA plan assets, the Custodian acknowledges that this is a "fiduciary" function as defined under ERISA Section 3(21).

The Custodian shall have no responsibility to draft or amend a plan document for the Plan, to administer the Plan, or to assist the Customer or any Designated Representative in such drafting, amendment, administration, or maintenance, or to ascertain or provide advice with respect to the legal requirements applicable thereto except to the extent of any responsibility imposed upon the Custodian pursuant to the terms of this Agreement. The Customer represents and warrants to the Custodian that the Customer shall maintain the Plan in writing and in compliance with applicable regulations issued under Code Section 403(b), including but not limited to the universal availability requirement and applicable nondiscrimination rules, and other applicable law.

3.3 Customer Direction to the Custodian. Except as provided herein, the Designated Representative shall provide direction to the Custodian on behalf of the Customer. The Custodian shall have no duty to take any action other than as specified in this Agreement unless the Designated Representative provides the Custodian with Instructions. However, each direction is contingent upon the determination by the Custodian that the Instruction can be administered by the Custodian. The Custodian may conclusively rely upon and be protected in

acting in good faith upon any Instruction from the Designated Representative or the Customer, or any other notice, request, consent, certificate, or other instrument or paper believed by the Custodian to be genuine and properly executed, or any instrument or paper if the Custodian believes the signature thereon to be genuine.

3.4 Designation of Representative. Customer hereby designates and authorizes its Designated Representative to provide Instructions to the Custodian on behalf of the Customer, including placing orders for the purchase and sale of securities, and authorizes the Custodian to disburse funds on behalf of the Customer upon Instruction from such Designated Representative. Customer hereby also authorizes and directs the Custodian to pay for securities and receive payment from the sale of securities or other investment transactions arising out of Instructions of the Designated Representative. Designation of a Designated Representative is subject to the following provisions:

3.4.1 Customer agrees that the Custodian may rely on Instructions from the Designated Representative, and Customer agrees that the Custodian shall be under no duty to make an investigation with respect to any instructions received from the Designated Representative;

3.4.2 Customer is solely responsible for managing the investment of the Account and for the direction and supervision of the Designated Representative. All instructions, directions, and/or confirmations received by the Custodian from the Designated Representative shall be deemed to have been authorized by the Customer;

3.4.3 Customer agrees that a Designated Representative is not an agent of the Custodian; neither is the Designated Representative a fiduciary of the Plan, as defined in ERISA Section 3(21) or ERISA Section 3(38), when giving directions to the Custodian, as directed by the Customer;

3.4.4 Customer may remove a Designated Representative and designate a new representative at any time by written notice to the Custodian in a form satisfactory to the Custodian. The Customer will give the Custodian prompt written notice of any change in the identity or authority of any Designated Representative. Removal of a Designated Representative will not have the effect of canceling any Instruction that has been received by the Custodian from the Designated Representative prior to the date that notice of removal is received by the Custodian. Until written notice of such change is received, the Custodian may conclusively rely upon and be protected in acting on the latest identification provided to it without further inquiry or verification.

3.5 Participant Direction. If the Custodian is advised by the Customer that the provisions of the Plan so permit and the Customer so requests, the Custodian shall establish separate participant-directed sub-accounts and all references to the Customer under this Agreement shall be deemed to be references to the participant who is directing investment of such sub-account, except that the address of such participant shall be deemed to be the address of the Customer. The right to amend the Agreement shall remain that of the Customer.

3.6 Compliance. Customer agrees that the Custodian may execute, as custodian, any declarations or certificates pertaining to the Account that may be required under any tax law(s) or governmental regulation(s) now or hereafter without prior approval of the Customer, and may withhold from any distribution to a Plan participant or beneficiary, made at the direction of the Customer or a Designated Representative, all income taxes required by law to be withheld, and pay such withheld amounts to the appropriate taxing authorities. Customer or its Designated Representative shall provide the Custodian all information necessary for the Custodian to file all required returns, reports, or other documents to the applicable taxing authorities with respect to distributions by the Custodian to participants and beneficiaries and amounts withheld thereon.

ARTICLE 4

CONTRIBUTIONS AND TRANSFERS

4.1 Contributions.

4.1.1 In General. The Customer may make contributions to the Account consistent with Code Section 403(b)(7), including contributions on behalf of a participant in accordance with a salary reduction agreement between such participant and his or her employer ("Salary Reduction Contributions"). Annual contributions to the Account may not exceed the annual limit on contributions as set forth in Code Section 403(b) and Code Section 415, taking into consideration any other contributions under the Plan or other plans on behalf of a participant to other contracts or arrangements of the same employer. The determination that such limits are not exceeded shall be the responsibility of the Customer, Designated Representative or other recordkeeper engaged by the Customer.

4.1.2 Limitation on Salary Reduction Contributions. Salary Reduction Contributions to the Account, including Salary Reduction Contributions for the same participant to another custodial account under the Plan and under all other plans, contracts or arrangements of the Customer, shall not exceed the amount permitted under Code Section 402(g)(1), as indexed periodically for cost-of-living increases, except to the extent permitted under Code Sections 402(g)(7) and 414(v). Customer shall be solely responsible for monitoring and effecting compliance with such requirements.

4.2 Receipt of Assets. Subject to restrictions mutually acceptable to the Customer and the Custodian on the categories of assets, and subject to the restriction stated in Section 5.4, the Custodian will receive and accept for the Custodial Account all money, securities and other property transferred, assigned and delivered to it from any source by or at the direction of the Customer or a Designated Representative, including rollover contributions or other transfer contributions which it may receive from a participant or previous custodian, subject to compliance by the Customer and Designated Representative with applicable Code Sec. 403(b) regulation transfer requirements. The Custodian has no duty to inquire into the source of any assets transferred to it or the right of the transferor of such assets to transfer them to the Custodian.

4.3 Role of Custodian with Respect to Assets. The Custodian will maintain safe custody of such money, securities and other property as it actually receives for the Custodial Account. The Custodian has no duty or authority to require any contributions or transfers to be made under the Plan to the Custodian, compute any amount to be contributed or transferred under the Plan to the Custodian, determine whether amounts received by the Custodian comply with the Plan, the Code, ERISA, if applicable, or any other applicable law, or enforce contribution amounts for sufficiency under the Code or ERISA, if applicable. The Custodian will not be responsible for any transferred asset until it receives such asset.

4.4 Location of Evidence of Ownership. If applicable, except as permitted by ERISA, the Custodian will not maintain the indicia of ownership of any assets of the Custodial Account outside the jurisdiction of the district courts of the United States.

4.5 Unidentified Assets. If the Custodian receives any money, securities or other property from a source other than the Customer and has not received appropriate notification that such assets are to be accepted for the Custodial Account, the Custodian is authorized to return such assets to the Person from whom they were received. The Custodian will not be liable for any assets returned in such circumstances.

4.6 Return of Amounts to the Customer. The Custodian will return contributions to the Customer if the Customer or a Designated Representative provides an Instruction to the Custodian to do so. The Customer is solely responsible for ensuring that any Instruction to return any amount to the Customer meets all applicable legal requirements, including those of ERISA, if applicable. The Custodian has no duty or responsibility to question, and may conclusively rely upon, any such Instruction. Notwithstanding the foregoing, each Plan participant's right to benefits hereunder shall be fully vested and nonforfeitable to the extent required under Code Section 403(b) and regulations issued thereunder.

ARTICLE 5

INVESTMENTS

5.1 Investment Control.

5.1.1 Customer's Duties. The Customer will control and manage the investment of the Custodial Account except insofar as the Customer permits participants and beneficiaries to control the investment of Custodial Account assets attributable to their own accounts, delegates investment authority over part or all of the Custodial Account assets to one or more Investment Managers, or delegates investment authority over part or all of the Custodial Account assets to one or more other Designated Representatives. Customer grants to the Custodian all powers reasonably necessary to carry out its investment and other duties under this Agreement, and Customer agrees to furnish the Custodian with such information and Instructions as may be necessary to carry out the provisions of this Agreement and to enable the Custodian to fulfill all legal and regulatory reporting requirements.

5.1.2 Investment Directions. All investment directions and other Instructions must be delivered to the Custodian in such manner as the Custodian may reasonably require.

5.2 Role of Custodian.

5.2.1 Processing Transactions. No investment transaction for the Custodial Account that is to be processed by the Custodian at the direction of the Customer or a Designated Representative will be processed until the Custodian receives the Instruction in proper form. Investment transactions will be processed either as soon as administratively practicable thereafter or, if later, on the scheduled date for processing. The Custodian may rely conclusively on all Instructions given by the Designated Representative which the Custodian believes to be genuine. The Custodian's records of a transaction will be conclusive as the content of any Instructions. Unless otherwise agreed, Instructions shall generally be taken from the Designated Representative. Upon application by the Customer, on a form acceptable to the Custodian and upon approval by the Custodian, the Custodian will accept non-written Instructions from the Customer or Designated Representative subject to immediate confirmation of such Instructions by email or in writing by the Customer or Designated Representative.

The Custodian will have no responsibility to see that any investment directions comply with the terms of the Plan. However, if the Custodian receives any direction from the Customer or a Designated Representative that appears to the Custodian in its sole judgment to be incomplete or unclear, the Custodian will not be required to act on such directions and may hold uninvested any asset without liability until proper directions are received from the Customer or the Designated Representative. If investment directions are incomplete or unclear, the Custodian must notify the Customer or a Designated Representative within a reasonable period of time. In the absence of proper investment directions, the Custodian will not be liable for interest, market gains or losses on any cash balances maintained in the Custodial Account.

5.2.2 Legitimate Delay. The Custodian may delay the processing of any investment transaction due to a Force Majeure, government or NSCC restrictions or changes, exchange, market or NSCC rulings, strikes, interruptions of communications or data processing services, or disruptions in orderly trading on any exchange or market.

5.2.3 Other Limitations. Except as may otherwise be required by ERISA (if applicable), the Custodian will invest the Custodial Account as directed by the Designated Representative, and the Custodian will have no discretionary control over, nor any other discretion regarding, the investment or reinvestment of any asset of the Custodial Account. The Custodian has no duty or authority to provide investment advice with respect to the assets of the Custodial Account, monitor investment performance or the diversification of assets, question any investment direction the Custodian receives in proper form, or inquire into the authority or right of the Designated Representative to make any investment direction which the Custodian receives in proper form. The Custodian will not be liable for any loss of any kind which may result from any action taken by it in accordance with an Instruction it receives in proper form or from any action omitted because no such Instruction is received.

5.3 Nondiscretionary Investment Authority. Subject to ERISA, if applicable, and Section 5.4:

5.3.1 Customer hereby authorizes and directs the Custodian, in accordance with the provisions of this Agreement, to pay for securities and receive payment from securities or other investment transactions arising out of the Instruction of the Designated Representative. Customer understands that it is solely the Customer's responsibility to direct the Designated Representative to execute trades or other investments for the Account, and all Instructions, directions, and/or confirmations received from the Designated Representative shall be deemed to have been authorized by Customer. Customer agrees that the Custodian shall not supervise the investment of, nor advise, nor make recommendations to the Customer with respect to the purchase, sale or other disposition of, any assets of the Fund.

5.3.2 The Custodian may invest any cash balances of the Fund in a demand account at JP Morgan Chase Bank or other like institution. The Custodian shall not be obligated to invest such funds in any interest-bearing account. The Custodian or its affiliate will retain any earnings credited on any funds in the Account pending investment direction and pending distribution, as part of its compensation for services provided.

5.3.3 The Custodian is authorized to collect all investment earnings of any nature of the Fund, including interest, dividends, proceeds of the sale and other monies due and collectable that arise from the investment of the assets of the Fund (collectively, "Fund Income") and to credit such Fund Income to the Account.

5.3.4 The Custodian will act solely as agent for the Customer, subject to the Instructions of the Designated Representative. The Custodian shall have no obligation to place orders for the purchase of securities if there are insufficient funds in the Account. Customer authorizes the Custodian to charge the Account for the cost of all securities purchased or received against a payment and to credit the Account with the proceeds received from the securities sold or delivered against payment. In the event of any trades not settled immediately upon placement, the Custodian will have the right, without notice, to sell securities in a reasonably prudent fashion from the Fund sufficient to recover any funds advanced.

5.3.5 Customer authorizes and instructs the Custodian to register all assets of the Fund in the name of the Custodian or of a nominee. Unless otherwise agreed to in writing by the parties, registered securities shall be held in the name of:

Matrix Trust Company, Custodian
FBO: [Name of Customer], or
FBO: [Name of Customer], Account of [participant]

5.3.6 All proxies received by the Custodian with respect to securities owned by the Fund and other reports to stockholders issued by any issuer will be forwarded to the Customer.

5.4 **Investment Restrictions**. The Customer or Designated Representative shall direct the Custodian to purchase or sell only securities that comply with the Custodian's and/or its affiliate's policies and procedures relating to acceptable securities, and that comply with all applicable rules, regulations, customs and uses of any exchange, market, clearinghouse or self-regulatory organization and applicable state and federal laws and regulations. The Custodian will hold only those categories of assets mutually agreed to between the Customer and the Custodian. The Customer may add or remove types, categories, or classes of assets or investments only with the consent of the Custodian. Further, the Customer may limit the available investment options under the Plan, and may impose separate limitations for different Accounts or for terminated participants. Nothing in this Article shall be construed to impose investment discretion on the Custodian or its affiliates. Notwithstanding any provision herein to the contrary, the Custodian is authorized to invest Plan assets only in Mutual Fund Shares.

ARTICLE 6

ADMINISTRATIVE MATTERS

6.1 **Records; Inspection and Audit**. The Custodian will keep accurate and detailed records and accounts of all receipts, investments, disbursements and other transactions as required by law with respect to the

Custodial Account. All records, books and accounts relating to the Custodial Account will be open to inspection by the Customer, provided the Custodian is given reasonable advance written notice of such inspection by the Customer.

6.2 Accounting. On direction of the Customer or Designated Representative, and if agreed to in writing by the Custodian, the Custodian may provide annual or interim accountings, valuations, or other reports concerning the assets of the Custodial Account subject to payment of all required additional fees for such reports. The Custodian's accounting will be at the Custodial Account level rather than the participant level, and the Custodian will not be responsible for participant-level reporting unless it agrees to do so in a separate written agreement with the Customer or a Designated Representative. The Custodian will also furnish the Customer with such other information as the Custodian possesses and which is necessary for the Customer to comply with the reporting requirements of ERISA, as applicable. An accounting will be deemed to have been approved by the Customer unless the Customer or Designated Representative objects to the contents of an accounting within sixty (60) days of its mailing or electronic transmission by the Custodian. Any objections must set forth the specific grounds on which they are based. Upon approval, the Custodian shall be forever released from any and all liability with respect to the Account.

6.3 Valuation of Assets. The assets of the Custodial Account will be valued at the most recent fair market value.

6.3.1 Assets Managed by Investment Manager or Fiduciary. With respect to the portion of the Custodial Account that is invested by an Investment Manager or any other fiduciary to the Plan, the Custodian may conclusively rely upon the value of any securities or other property in that portion of the Custodial Account as reported to the Custodian by the Investment Manager or other fiduciary to the Plan, for all purposes under this Agreement.

6.3.2 Other Assets. With respect to the assets in any portion of the Custodial Account that are not managed by an Investment Manager or other fiduciary to the Plan, or any assets for which an Investment Manager or other fiduciary refuses or fails to provide valuation information, if the fair market value can be determined by reference to readily available sources, then the Custodian will be responsible for determining the fair market value of those assets. For those assets whose value cannot be determined by reference to a readily available source, the Custodian will identify those assets for the Customer and the Customer will direct the Custodian as to the fair market value of those assets. Should the Customer in its sole discretion determine that an independent appraisal of some or all of such assets is necessary, the Customer will be responsible for hiring a qualified independent appraiser, providing all necessary information to the appraiser, reviewing the report of the appraiser, and reporting the appraised value to the Custodian.

6.4 Record Retention. The Custodian will retain its records relating to the Custodial Account as long as necessary for the proper administration of the Custodial Account and at least for any period required by applicable law. Writing, Photostatting, photographing, micro-filming, magnetic media, mechanical or electrical recording, or other forms of data retention will be acceptable means of record retention.

6.5 No Responsibility for Participant-Level Record-keeping or Communications to Participants. Unless otherwise agreed in a separate written agreement between the Customer and the Custodian, the Custodian will not be responsible for participant-level recordkeeping or reporting, including, but not limited to, allocating contributions or gains or losses to recordkeeping accounts of participants, processing participant investment change requests, processing loan or distribution requests, or preparing or providing benefit statements to participants. Similarly, unless otherwise agreed in a separate written agreement between the Customer and the Custodian, the Custodian will not be responsible for any communications to participants and beneficiaries regarding the Plan or the Custodial Account.

6.5.1 ERISA Section 404(a)(5) Participant Disclosures. Customer shall be responsible for participant disclosures mandated by 29 CFR §2550.404a-5, if applicable, and the Custodian shall have no obligation whatsoever to provide any participant disclosures required by this regulation.

ARTICLE 7

DISTRIBUTIONS

7.1 In General. The Custodian is authorized to release securities and cash investments in the Account to the Customer, but not to a participant directing the investment of a sub-account as described in Section 3.5, on the written order of the Customer and upon such further written confirmation as the Custodian shall reasonably request. The Custodian may retain such securities as shall be reasonably necessary or appropriate in its opinion to ensure that such assets are available to discharge any liabilities of the Customer or the Account to the Custodian, including, but not limited to, unpaid fees, claims, or other expenses or obligations arising under this Agreement.

7.2 Special Limitations.

7.2.1 Generally. Except as otherwise provided herein and subject to any additional limitations applicable under the Plan or other applicable law, the assets of the Account shall not be distributed or otherwise made available before the participant:

(a) has a severance from employment;

(b) attains age 59-1/2;

(c) in the case of Salary Reduction Contributions, and subject to Section 7.2.2, encounters financial hardship (within the meaning of Treasury Regulations Section 1.401(k)-1(d)(3));

(d) becomes disabled within the meaning of Code Section 72(m)(7);

(e) or dies.

It shall be solely the Customer's duty to ensure that the requirements of this Section 7.2.1 are met.

7.2.2 Limitation on Financial Hardship Withdrawals. The Customer shall ensure that any distribution that is made to the participant from the Account for reason of financial hardship shall not exceed an amount equal to the amount of Salary Reduction Contributions, excluding any earnings thereon, and reduced by the amount of any prior distributions from the Account for reason of financial hardship, or the amount necessary to satisfy the hardship.

7.3 Minimum Distributions; Eligible Rollover Distributions. Consistent with Code Section 403(b)(10), the requirements of Code Section 401(a)(9) relating to required minimum distributions (including requirements similar to the incidental death benefit requirements of Code Section 401(a)) and Code Section 401(a)(31), relating to certain rollover distributions, shall apply to amounts held in the Account. The Custodian shall have no obligation to independently determine, administer, or effect distribution of any such amount.

7.3.1 Latest Distribution Date. In no event shall any distribution under this Article 7 begin later than the later of (a) April 1 of the year following the calendar year in which the participant attains age 70 ½ or (b) April 1 of the year following the year in which the participant retires or otherwise has a severance from employment. If distributions commence in the calendar year following the later of the calendar year in which the participant attains age 70 ½ or the calendar year in which the severance from employment occurs, the distribution on the date that distribution commences must be equal to the annual installment payment for the year that the participant has a severance from employment and an amount equal to the annual installment payment for the year after severance from employment must also be paid before the end of the calendar year of commencement. By that date, the participant may elect, in a manner acceptable to the Custodian and in accordance with the terms of the Plan, to have the balance in the Custodial Account distributed in a single sum or payments over a period not longer than the life of the

participant or the joint lives of the participant and his or her designated beneficiary, or such shorter period of time permitted under the terms of the Plan.

7.3.2 Post-Death Distributions. If the participant dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:

(a) If the participant dies after distributions from the participant's Account to the participant commenced, the remaining amount to be paid to the participant's beneficiary shall continue to be paid at least as rapidly as under the method of distribution in effect prior to the participant's death.

(b) If the participant's death occurs before distribution of his or her Account has commenced, the participant's Account shall be distributed to the participant's beneficiary as soon as practicable after notification of the participant's death. If the beneficiary is not the participant's surviving spouse, the beneficiary must elect to have distribution of the entire amount payable completed on or before the last day of the calendar year which contains the fifth anniversary of the date of the participant's death. Notwithstanding the foregoing, the five-year rule shall not apply to a natural person designated as beneficiary by the participant or under the specific terms of the Plan if (i) such vested interest will be distributed over the life of such designated beneficiary (or over a period not extending beyond the life expectancy of such beneficiary), (ii) such distribution to the beneficiary begins no later than December 31 of the calendar year following the calendar year in which the participant dies or, if such beneficiary is the participant's surviving spouse, not later than the date on which the participant would have attained age 70½, and (iii) the beneficiary elects not to have the five-year rule apply.

(c) Alternatively, if elected by the participant or if there is no designated beneficiary, the remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the participant's death. If the participant dies before his or her entire interest has been distributed and if the designated beneficiary is not the participant's surviving spouse, no additional contributions may be accepted in the Custodial Account for such participant.

7.3.3 Required Minimum Distribution. The minimum amount that must be distributed each year, beginning with the year containing the participant's required beginning date, is known as the "required minimum distribution" and is determined as follows:

(a) The required minimum distribution under paragraph 7.3.1 for any year, beginning with the year the participant reaches age 70 ½ is the participant's account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Treasury Regulations Section 1.401(a)(9)-9. However, if the participant's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the participant's Account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Treasury Regulations Section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the participant's (or, if applicable, the participant and spouse's) attained age (or ages) in the year.

(b) The required minimum distribution under paragraph 7.3.2 for a year, beginning with the year following the year of the participant's death (or the year the participant would have reached age 70 ½ if applicable) is the Account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Treasury Regulations Section 1.401(a)(9)-9) of the participant's designated beneficiary or surviving spouse, as applicable.

(c) The required minimum distribution for the year the participant reaches age 70 ½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

7.3.4 Eligible Rollover Distributions. A Distributee may elect, at the time and in the manner prescribed by the Customer, to have any portion of an Eligible Rollover Distribution paid directly to an

Eligible Retirement Plan specified by the Distributee in a Direct Rollover. The Customer may establish rules and procedures governing the processing of Direct Rollovers and limiting the amount or number of such Direct Rollovers in accordance with applicable Treasury Regulations. Distributions not transferred to an Eligible Retirement Plan in a Direct Rollover shall be subject to income tax withholding as provided under the Code and applicable state and local laws, if any.

(a) An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten years of more; (ii) any distribution to the extent such distribution is required under Code Section 401(a)(9); and (iii) any hardship distribution. Notwithstanding the foregoing, any portion of a distribution that consists of after-tax contributions which are not includible in gross income may be transferred only to an individual retirement account or annuity described in Code Sections 408(a) or 408(b), or a qualified plan described in Code Sections 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution that is includible in gross income and the portion of such distribution which is not so includible.

(b) An "Eligible Retirement Plan" is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), a qualified trust described in Code Section 401(a) and, effective January 1, 2002, an annuity contract or custodial account described in Code Section 403(b) and an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, and which accepts the Distributee's Eligible Rollover Distribution. This definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p). If any portion of an Eligible Rollover Distribution is attributable to payments or distributions from a designated Roth account (as defined in Code Section 402A), an Eligible Retirement Plan with respect to such portion shall include only another designated Roth account and a Roth IRA.

(c) A "Distributee" includes an employee or former employee who is a participant in the Plan. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p), are Distributees with regard to the interest of the spouse or former spouse.

(d) A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee

7.4 Distribution of Excess Deferrals. Notwithstanding any provision of the Agreement to the contrary, the Customer or a Designated Representative may direct the Custodian in writing to distribute "excess deferrals," as defined in Code Section 402(g)(2)(A). If the Customer or a Designated Representative provides timely written notification to the Custodian of the excess deferral, then the amount of such excess deferral, adjusted for any income or loss allocable thereto, shall be distributed to the participant no later than the first April 15 following the close of the taxable year, in accordance with Code Section 402(g)(2)(A) and the regulations thereunder. The Custodian shall have no obligation to independently determine or effect distribution of any such amount.

ARTICLE 8

COMPENSATION AND EXPENSES

8.1 Generally. The Custodian will be entitled to receive compensation for its services provided hereunder as may be agreed upon in writing with the Customer. The Customer represents that it has determined that the compensation to be paid to the Custodian is reasonable and that the Customer will, in advance of any later agreement, determine that the compensation is reasonable. Customer disclaims any legal or equitable interest in and irrevocably assigns to the Custodian (or any affiliate the Custodian designates) as part of Custodian's compensation for services provided hereunder any earnings credits generated directly or indirectly from any funds in the Account pending investment direction and pending distribution. The Custodian will also be entitled to reimbursement for all reasonable and necessary costs, expenses, and disbursements incurred by it in the performance of such services, including, without limitation, attorneys' fees. Such compensation and reimbursements shall be a charge against and may be withdrawn by the Custodian from the Custodial Account within a reasonable time, as specified by the Custodian; provided, however, that such amounts may be paid by the Designated Representative on behalf of the Customer, as outlined in a separate written agreement between said parties. The schedule of fees may be changed from time to time upon agreement between the Customer and the Custodian. Each party hereto shall be responsible for reporting and payment of its own taxes on any income and compensation earned.

8.2 Disclosure. The Designated Representative shall disclose any compensation, reimbursements, fees and/or expenses payable from the Account pursuant to Section 8.1, and any changes to such amounts, to the Customer and the participants.

8.2.1 ERISA Section 408(b)(2) Plan Level Disclosures. The Customer and the Designated Representative agree that the Custodian, by providing the regulatory required disclosures, if any, with respect to its fees and services to the identified record keeper will have complied with its obligations under 29 CFR 2550.408b-2(c) to the Plan's responsible plan fiduciary.

ARTICLE 9

AMENDMENT, ASSIGNMENT AND TERMINATION

9.1 Amendment. This Agreement may be amended by the Custodian, provided notice of such amendment is sent to Customer at least thirty (30) days prior to the effective date of any such amendment.

9.2 Assignment. This Agreement may be assigned by the Custodian without the consent of the Customer, provided notice of such assignment is sent to Customer at least thirty (30) days prior to the effective date of any such assignment. However, the benefits provided herein and the assets of a participant's Account shall not be subject, whether voluntary or involuntarily, to alienation, assignment, legal process, garnishment, attachment, execution or levy of any kind (other than with regard to the payment of fees and expenses as authorized by this Custodial Agreement), and any attempt to cause such assets to be so subjected shall not be recognized except to the extent as may be required by law or as provided herein. Neither the foregoing nor any provision of this Custodial Agreement, however, shall restrict compliance with a court order determined to be a "qualified domestic relations order" defined in Code Section 414(p) or other applicable law. If the Customer so determines, the amount payable with respect to that order shall immediately be distributed in a single sum to the "alternate payee" (as defined in Code Section 414(p)).

9.3 Termination. This Agreement shall remain in force until terminated, and either the Customer or the Custodian may terminate this Agreement upon thirty (30) days written notice to the other. Upon termination of this Agreement, Customer agrees to name a successor custodian and notify the Custodian in writing of the name of said successor custodian. In the event that Customer does not name a successor Custodian, the Custodian shall distribute cash directly to the Customer and shall reregister in the name of the Customer any securities in the Account that are registered in the Custodian's name.

9.4 Termination of Plan. If the Plan is terminated, this Agreement will nevertheless continue in effect until the earlier of the date as of which all assets of the Custodial Account have been distributed or the Agreement is terminated pursuant to Section 9.3.

9.5 Customer Bankruptcy.

9.5.1 If the Customer becomes insolvent, files for or becomes subject to bankruptcy or a similar proceeding in state or federal court, the Customer will notify the Custodian in writing as soon as possible. The notification will include confirmation of the individual(s) who will direct the Custodian. If, within sixty (60) days of such filing the Customer does not notify the Custodian, the Custodian may invoke the provisions of Section 9.5.3.

9.5.2 In the case of bankruptcy, insolvency, or dissolution of the Customer, the Custodian will have the right to petition a court of competent jurisdiction to appoint a new Custodian, the costs of such action being payable from the Custodial Account.

9.5.3 In the case of dissolution of the Customer, or at any other time that the Customer does not respond to requests from the Custodian for confirmation of the individuals who will provide direction to the Custodian, the Custodian may, in its sole discretion, assume the Plan has been terminated and distribute assets according to applicable law. Before the Custodian may make such assumption, however, the Custodian will send to the last known address of the Customer, and the individuals who last had authority for providing direction to the Custodian, via certified mail, a written notice of the Custodian's intent to begin such action. The Custodian will then wait at least thirty (30) days before beginning such action.

9.5.4 If the Custodian receives notice of the Customer's bankruptcy, insolvency or dissolution (either by the Customer or a court of competent jurisdiction), or if the Plan has been deemed abandoned as described in Section 9.5.3, above, any fees and other expenses relating to the provision of services under this Custodial Agreement (whether current or overdue) may be immediately deducted from the Custodial Account.

ARTICLE 10

INDEMNIFICATION

Customer hereby agrees to indemnify, defend and hold the Custodian and any parent, subsidiary, related corporation, or affiliates of the Custodian, including their respective directors, managers, officers, employees, and agents harmless from and against any and all loss, costs, damages, liability, expenses or claims of any nature whatsoever, including but not limited to legal expenses, court costs, legal fees, and costs of investigation, including appeals thereof, arising, directly or indirectly thereof resulting from their reliance upon and any action that it takes in good faith in accordance with any certificate, notice, confirmation, or Instruction purporting to have been delivered by the Designated Representative. The Customer agrees to indemnify and hold the Custodian harmless for all costs, penalties, interest, and fees, including attorneys fees, it incurs with respect to any contention or allegation that the Custodian engaged in a prohibited transaction once the Custodian has provided its disclosures as required by 29 CFR 2550.408b-2(c), if any. Customer waives any and all claims of any nature it now has or may have against the Custodian and its affiliates, parent company and their respective directors, managers, officers, employees, agents and other representatives, which arise, directly or indirectly, from any action that it takes in good faith in accordance with any certificate, notice, confirmation, or Instruction from the Designated Representative. Customer also hereby agrees to indemnify, defend and hold the Custodian and any parent, subsidiary, related corporation, or affiliates of the Custodian, including their respective directors, managers, officers, employees and agents, harmless from and against any and all loss, costs, damages, liability, expenses or claims of any nature whatsoever, including but not limited to legal expenses, court costs, legal fees, and costs of investigation, including appeals thereof, arising, directly or indirectly, out of any loss or diminution of the Fund resulting from changes in the market value of the Fund assets; reliance, or action taken in reliance, on Instructions from Customer or a Designated Representative; any exercise or failure to exercise investment direction authority by Customer or by a Designated Representative; the Custodian's refusal on advice of counsel to act in accordance with any investment direction by Customer or a Designated Representative; any other act or failure to act by Customer or a Designated Representative; any prohibited transaction or plan disqualification of a Plan due to any actions taken or not taken by the Custodian in reliance on Instructions from the Customer or the Designated Representative; or any other act the Custodian takes in good faith hereunder that arises under this Agreement or the administration of the Fund.

The Custodian shall not be liable to Customer for any act, omission, or determination made in connection with this Agreement except for its gross negligence or willful misconduct. Without limiting the generality of the

foregoing, the Custodian shall not be liable for any losses arising from its compliance with Instructions from the Customer or a Designated Representative; or executing, failing to execute, failing to timely execute or for any mistake in the execution of any Instructions, unless such action or inaction is by reason of the gross negligence or willful misconduct of the Custodian.

The Custodian shall not be responsible for any lost profits or any special, indirect or consequential damages in respect of any breach or wrongful conduct in any way related to this Agreement. The Custodian shall have no liability for any matters beyond its control such as market loss or diminution, impact of government regulations, third-party bankruptcies or otherwise.

The provisions of this Article shall survive the termination, amendment, or expiration of this Agreement.

ARTICLE 11

MISCELLANEOUS

11.1 Duty to Defend. The Custodian shall not be under any obligation to defend any legal action or engage in any legal proceedings with respect to the Account or with respect to any property held in the Fund. Whenever the Custodian deems it reasonably necessary, the Custodian is authorized to consult with its counsel in reference to the Account and to retain counsel and appear in any action, suit, or proceedings affecting the Account or any of the assets of the Fund. All legal fees, costs, and expenses so incurred shall be paid for by the Customer or in the absence of payment charged against the Account. The Custodian may retain legal counsel whenever in the Custodian's judgment it is necessary or advisable to do so in connection with the discharge of the Custodian's duties, and the fees and expenses of such counsel will be paid by the Customer, or in the absence of payment by the Customer, shall be charged against the Account.

11.2 Applicable Law.

11.2.1 Choice of Law. This Agreement shall be construed and interpreted according to the laws of the State of Colorado to the extent that such laws are not preempted by the laws of the United States of America. All contributions to, and payments from, the Account shall be deemed to take place in the State of Colorado.

11.2.2 Choice of Venue. All controversies, disputes, and claims arising under this Agreement and not otherwise resolved will be submitted to the United States District Court for the district where the Custodian has its principal place of business, and by executing this Agreement, each party hereto consents to that court's exercise of personal jurisdiction over them.

11.3 Counterparts. This Agreement shall be executed in any number of counterparts, each one of which shall be deemed to be the original although the others shall not be produced.

11.4 Notices. The address of the Customer shall be as set forth in this Agreement, but may be changed by providing written notice to the Custodian sent by certified mail, return receipt requested.

11.5 Arbitration. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. The parties agree that any misunderstandings, controversies or disputes arising from this Agreement shall be decided by binding arbitration which shall be conducted, upon request by either party, in Denver, Colorado, before three (3) arbitrators designated by the American Arbitration Association (the "AAA"), in accordance with the terms of the Commercial Arbitration Rules of the AAA, and, to the maximum extent applicable, the United States Arbitration Act (Title 9 of the United States Code). The decision of the majority of the arbitrators shall be binding and conclusive upon the parties. Notwithstanding anything herein to the contrary, either party may proceed to a court of competent jurisdiction to obtain equitable relief at any time, other than to stay arbitration. Further, any such court proceeding shall only be brought in the federal district court in Denver, Colorado. The arbitration panel shall have no authority to award special, indirect, consequential, punitive or other damages not

measured by the prevailing party's actual damages. To the maximum extent practicable, an arbitration proceeding under this Agreement shall be concluded within one hundred eighty (180) days of the filing of the dispute with the AAA. The provisions of this arbitration clause shall survive any termination, amendment or expiration of the Agreement and if any term, covenant, condition or provision of this arbitration clause is found to be unlawful or invalid or unenforceable, the remaining parts of the arbitration clause shall not be affected thereby and shall remain fully enforceable. Judgment on any award rendered by the arbitration panel may be entered in any court having competent jurisdiction. The parties shall each pay one-half of the forum and arbitrators' fees. The prevailing party in the arbitration, or any court proceeding, shall be entitled to its reasonable attorney's fees and expenses from the non-prevailing party.

11.6 Exclusive Benefit. Except as permitted by law or by the terms of the Plan, at no time prior to the satisfaction of all liabilities with respect to participants and their beneficiaries under the Plan shall any part of the Account be used for or diverted to any purpose other than for the exclusive benefit of the participants and their beneficiaries. The assets of the Account shall be held for the exclusive purpose of providing benefits to participants in the Plan and their beneficiaries and defraying the reasonable expenses of administering the Plan and the Custodial Account.

11.7 Excise Tax Transactions. Customer understands that certain transactions are limited or prohibited for tax-exempt retirement plans under ERISA and under certain provisions of the Code. Customer will not direct the contribution of funds or the purchase or sale of any Fund asset, or in any other way direct an investment transaction in a manner which would be subject to an excise or penalty tax under applicable provisions of the Code or would be deemed to be a "prohibited transaction" under applicable law. The Custodian shall have no duty to determine whether any transaction is, or has the potential to be, a "prohibited transaction" or subject to such taxes.

11.8 Evidence. Evidence required of anyone under the Custodial Agreement may be by certificate, affidavit, document, facsimile, E-mail or other form which the Person acting in reliance thereon considers to be pertinent and reliable, and to be signed, made, or presented by the proper party.

11.9 Waiver of Notice. Any notice required under this Custodial Agreement may be waived in writing by the Person entitled to the notice.

11.10 Complete Agreement. This Agreement and any schedule of fees provided by the Custodian or the Designated Representative embodies the entire agreement and understanding of the parties relating to the subject matter hereof.

11.11 USA Patriot Act Notification. The following notification is provided to Customer pursuant to Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318:

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money-laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account, including any deposit account, treasury management account, loan, other extension of credit, or other financial services product. What this means for Customer: When Customer opens an account, if Customer is an individual, The Custodian or the Designated Representative will ask for Customer's name, taxpayer identification number, residential address, date of birth, and other information that will allow The Custodian or the Designated Representative to identify Customer, and, if Customer is not an individual, The Custodian or the Designated Representative will ask for Customer's name, taxpayer identification number, business address, and other information that will allow The Custodian or the Designated Representative to identify Customer. The Custodian or the Designated Representative may also ask, if Customer is an individual, to see Customer's driver's license or other identifying documents, and, if Customer is not an individual, to see Customer's legal organizational documents or other identifying documents.

11.12 Taxes. Customer shall bear all taxes (inclusive of sales and use taxes), duties, levies, and other similar charges (and any related interest and penalties), however designated, imposed as a result of the receipt of services rendered under this Agreement, including but not limited to any tax which Customer is required to withhold

or deduct from payments to Custodian, except (i) any tax imposed upon Custodian in a jurisdiction outside the United States if such tax is allowable as a credit against U.S. federal income taxes of Custodian; and (ii) any income tax imposed upon Custodian by the United States or any governmental entity within the United States. In order for the exception contained in (i) to apply, Customer must furnish Custodian with such evidence as may be required by the United States taxing authorities to establish that such tax has been paid so that Custodian may claim the credit. The fees to be charged by Custodian to Customer under this contract, depending on the facts and circumstances of the particular tax jurisdiction, may include Value Added Tax ("VAT"), Goods and Services Tax ("GST") and other similar taxes (collectively, "VAT"). Where Custodian is obligated to report and pay VAT with respect to services provided to Customer, Customer agrees to be invoiced by Custodian for the VAT at the applicable prevailing VAT rate.

11.13 Data. Notwithstanding anything in this Agreement to the contrary, aggregated and/or statistical data shall not be considered Customer Information hereunder provided that any such data does not specifically identify any of Customer's confidential information. Customer hereby authorizes Custodian to share Customer's data, Personal Information and confidential information among Custodian's related companies so long as the same protective provisions contained in Section 11.14 are followed by every entity to which disclosure is made.

11.14 Confidentiality.

11.14.1 Definitions. In connection with this Agreement, including without limitation the evaluation of new services contemplated by the parties to be provided by Custodian under this Agreement, information will be exchanged between Custodian and Customer. Custodian shall provide information that may include, without limitation, confidential information relating to the Custodian's products, trade secrets, strategic information, information about systems and procedures, confidential reports, customer information, vendor and other third party information, financial information including cost and pricing, sales strategies, computer software and tapes, programs, source and object codes, and other information that is provided under circumstances reasonably indicating it is confidential (collectively, the "Custodian Information"), and Customer shall provide information required for Customer to use the services received or to be received, including customer information, which may include Personal Information (defined below), to be processed by the services, and other information that is provided under circumstances reasonably indicating it is confidential ("Customer Information") (the Custodian Information and the Customer Information collectively referred to herein as the "Information"). Personal Information that is exchanged shall also be deemed Information hereunder. "Personal Information" means personal information about an identifiable individual including, without limitation, name, address, contact information, age, gender, income, marital status, finances, health, employment, social insurance number and trading activity or history. Personal Information shall not include the name, title or business address or business telephone number of an employee of an organization in relation to such individual's capacity as an employee of an organization. The Information of each party shall remain the exclusive property of such party.

11.14.2 Obligations. The receiver of Information (the "Receiver") shall keep any Information provided by the other party (the "Provider") strictly confidential and shall not, without the Provider's prior written consent, disclose such Information in any manner whatsoever, in whole or in part, and shall not duplicate, copy or reproduce such Information, including, without limitation, by means of photocopying or transcribing of voice recording, except in accordance with the terms of this Agreement except as provided in Section 11.13. The Receiver shall only use the Information as reasonably required to carry out the purposes of this Agreement.

11.14.3 Disclosure Generally. Except as provided in Section 11.13, Custodian and Customer agree that the Information shall be disclosed by the Receiver only to: (i) the employees, agents and consultants of the Receiver in connection with Receiver's performance or use of the services, as applicable, and (ii) auditors, counsel, and other representatives of the Receiver for the purpose of providing assistance to the Receiver in the ordinary course of Receiver's performance or use of the services, as applicable. Each party will take reasonable steps to prevent a breach of its obligations by any employee or third party.

11.14.4 Compelled Disclosure. If the Receiver or anyone to whom the Receiver transmits the

Information pursuant to this Agreement becomes legally compelled to disclose any of the Information, then the Receiver will provide the Provider with prompt notice before such Information is disclosed (or, in the case of a disclosure by someone to whom the Receiver transmitted the Information, as soon as the Receiver becomes aware of the compelled disclosure), if not legally prohibited from doing so, so that the Provider may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, then the Receiver will furnish only that portion of the Information which the Receiver is advised by reasonable written opinion of counsel is legally required and will exercise its reasonable efforts to assist the Provider in obtaining a protective order or other reliable assurance that confidential treatment will be accorded to the Information that is disclosed.

11.14.5 Exceptions. Except with respect to Personal Information, nothing contained herein shall in any way restrict or impair either party's right to use, disclose or otherwise deal with:

(i) Information which at the time of its disclosure is publicly available, by publication or otherwise, or which the Provider publicly discloses either prior to or subsequent to its disclosure to the Receiver;

(ii) Information which the Receiver can show was in the possession of the Receiver, or its parent, subsidiary or affiliated company, at the time of disclosure and which was not acquired, directly or indirectly, under any obligation of confidentiality to the Provider; or

(iii) Information which is independently acquired or developed by the Receiver without violation of its obligations hereunder.

In addition, each employee of the Receiver shall be free to use for any purpose, upon completion of the services rendered under this Agreement, any general knowledge, skill or expertise that (i) is acquired by such employee in performance of those services, (ii) remains part of the general knowledge of such employee after access to the tangible embodiment of the Provider's Information, (iii) does not contain or include any such Information, and (iv) is not otherwise specific to the Provider.

11.14.6 Return or Destroy. Upon the termination of this Agreement for any reason, the parties shall return to each other, or destroy, any and all copies of Information of the other that are in their possession relating to the terminated Agreement, except for any copies reasonably required to maintain such party's customary archives or computer back-up procedures, and as otherwise required by applicable law, rule or regulation. Notwithstanding the foregoing, Custodian shall have the right to keep one copy of such Information as may be reasonably required to evidence the fact that it has provided the services to Customer. In the event that Customer requires Custodian to return any Customer Information, Customer shall pay Custodian (at the rates set forth in the applicable Schedule, or, if no such rates are set forth, at Custodian's then current charges) for Custodian's actual time spent and incidental expenses actually incurred in connection with such return.

11.15 Nonpublic Personal Information.

11.15.1 Obligations. Custodian shall not disclose or use any nonpublic Personal Information of Customer's employees except to the extent reasonably required to carry out its obligations under this Agreement or as otherwise directed by Customer. In connection with each party's use or provision of the rendered services, as applicable, each party shall comply with any applicable law, rule or regulation of any jurisdiction applicable to such party relating to the disclosure or use of Personal Information (including, without limitation, with respect to Customer and its Affiliates and their customers, Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, as the same may be amended or supplemented from time to time).

11.15.2 Security Measures. Custodian shall (i) implement and maintain commercially reasonable measures to protect the security, confidentiality and integrity of nonpublic Personal Information

of Customer's customers against anticipated threats, unauthorized disclosure or use, and improper disposal, and (ii) provide Customer with information regarding such security measures upon the reasonable request of Customer.

11.15.3 Security Breaches. Each party shall promptly provide the other party with notice of (i) any disclosure, access to or use of any Personal Information in breach of this Agreement and (ii) any unauthorized intrusion into systems containing Customer's Personal Information.

11.16 Equitable Relief. A breach of any provision of Section 11.13 or Section 11.14 of this Agreement may cause the Custodian irreparable injury and damage and therefore may be enjoined through injunctive proceedings, in addition to any other rights or remedies which may be available to such party, at law or in equity. Notwithstanding the provisions of Section 11.5, any proceeding brought by the Custodian to seek relief under this Section 11.16 shall be brought in a federal or state court of competent jurisdiction in Denver, Colorado.

ARTICLE 12

SPECIAL INSTRUCTIONS (OPTIONAL):

SIGNATURES:

ACCEPTED AND AGREED TO BY THE CUSTOMER:

Employer/Plan Sponsor: Clear Creek Elementary School District

Sign

BY: _____

TITLE: _____

DATE: _____

ACCEPTED AND AGREED TO BY THE DESIGNATED REPRESENTATIVE:

SIGNATURE: _____

PRINTED NAME: Norman R.Sherman

DATE: _____

THIS AGREEMENT IS NOT EFFECTIVE UNTIL COUNTERSIGNED BY AN AUTHORIZED OFFICER OF THE CUSTODIAN AND DELIVERED TO THE CUSTOMER.

ACCEPTED AND AGREED TO BY THE CUSTODIAN AT ITS OFFICE IN DENVER, COLORADO:

MATRIX TRUST COMPANY

BY: _____

TITLE: _____

DATE: _____

Wilshire Informational Handout

Horace Mann Retirement Advantage™

Helps educators get retirement ready

We understand the challenges educators face — it's in our DNA. We designed Horace Mann Retirement Advantage™ not only to meet their unique challenges, but also to support plan sponsors in their decision-making process.

- Open architecture framework
- Unbiased selection of 100 funds from a universe of 33,000 mutual fund choices
- Fee transparency
- Optional investment management services
- Horace Mann fixed annuity option

Program Design

Investment Flexibility	Fund Variety	Investment Oversight	Easy to Learn and Enroll
Program provides a selection of institutional mutual funds with the flexibility to make changes to meet future needs.	Wilshire creates and maintains a select list of more than 100 mutual funds in 20 asset categories to provide a wide range of risk tolerance levels, investment styles, asset classes and categories to meet employee needs.	Optional advisory services from Wilshire, offered at an additional cost, can help provide sponsors with a greater level of confidence in the ongoing selection and monitoring of fund performance.	Horace Mann's SmartPlan education and enrollment system helps participants learn about retirement planning, assess their own retirement readiness and enroll in Horace Mann Retirement Advantage™. Once enrolled, they can monitor and manage the activity in their accounts.

Vanguard®

AMERICAN FUNDS®
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FRANKLIN TEMPLETON INVESTMENTS

MFS®

Rates are subject to change and cannot be honored after 03-17-2017

Suicide Prevention **BP 5600**

The Governing Board recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. To attempt to reduce suicidal behavior and its impact on students and families, the Superintendent/Principal or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

In developing measures and strategies for use by the district, the Superintendent/Principal or designee may consult with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, local health agencies, mental health professionals, and community organizations.

Such measures and strategies shall include, but are not limited to:

1. Staff development on suicide awareness and prevention for teachers, school counselors, and other district employees who interact with students in the secondary grades

2. Instruction to students in problem-solving and coping skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others

3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students

4. The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the youth suicide problem, the district's suicide prevention curriculum, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis

5. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions

6. Crisis intervention procedures for addressing suicide threats or attempts

7. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students

who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)
Legal Reference:
EDUCATION CODE
215 Student suicide prevention policies
32280-32289 Comprehensive safety plan
49060-49079 Student records
49602 Confidentiality of student information
49604 Suicide prevention training for school counselors
GOVERNMENT CODE
810-996.6 Government Claims Act
PENAL CODE
11164-11174.3 Child Abuse and Neglect Reporting Act
WELFARE AND INSTITUTIONS CODE
5698 Emotionally disturbed youth; legislative intent
5850-5883 Mental Health Services Act
COURT DECISIONS
Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008
Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003
CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS
School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009
NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS
Preventing Suicide, Guidelines for Administrators and Crisis Teams, 2015
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS
Preventing Suicide: A Toolkit for High Schools, 2012
National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012
WEB SITES
American Association of Suicidology: http://www.suicidology.org
American Foundation for Suicide Prevention: http://afsp.org
American Psychological Association: http://www.apa.org
American School Counselor Association: http://www.schoolcounselor.org
California Department of Education, Mental Health: http://www.cde.ca.gov/ls/cg/mh
California Department of Health Care Services, Suicide Prevention Program: http://www.dhcs.ca.gov/services/MH/Pages/SuicidePrevention.aspx
Centers for Disease Control and Prevention, Mental Health: http://www.cdc.gov/mentalhealth
National Association of School Psychologists: http://www.nasponline.org
National Institute for Mental Health: http://www.nimh.nih.gov
Trevor Project: http://thetrevorproject.org
U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration: http://www.samhsa.gov

Suicide Prevention **AR 5600**

Staff Development

Suicide prevention training shall be provided to teachers, counselors, and other district employees who interact with students at the secondary level. The training shall be offered under the direction of a district counselor/psychologist and/or in cooperation with one or more community mental health agencies.

Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. Materials also may include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Staff development shall include research and information related to the following topics:

1. The higher risk of suicide among certain groups, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth

2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, impulsivity, and other factors

3. Warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent

4. Protective factors that may help to decrease a person's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community

5. Instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health

6. School and community resources and services, including resources and services that meet the specific needs of high-risk groups

7. District procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide

Instruction

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. Suicide prevention instruction shall be incorporated into the health education curriculum at appropriate secondary grades and shall be designed to help students:

1. Identify and analyze signs of depression and self-destructive behaviors and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide

2. Develop coping and resiliency skills and self-esteem

3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent

4. Identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention

Intervention

Students shall be encouraged to notify a teacher, administrator, counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, he/she shall promptly notify the principal or school counselor.

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, referenced, or discussed with third parties, the counselor may report to the principal or student's parents/guardians when he/she has reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student. In addition, the counselor may disclose information of a personal nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment. (Education Code 49602)

A school employee shall act only within the authorization and scope of his/her credential or license. An employee is not authorized to diagnose or treat mental illness unless he/she is specifically licensed and employed to do so. (Education Code 215)

Whenever schools establish a peer counseling system to provide support for students, peer

counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.
When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

1. Immediately securing medical treatment and/or mental health services as necessary

2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened

3. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene

4. Removing other students from the immediate area as soon as possible

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether he/she is required, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate next steps to ensure the student's readiness for return to school.

Postvention

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. He/she shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. School staff may receive assistance from school counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

5600

CSBA Sample | BP 5141.52 Students

Suicide Prevention

Note: Education Code 215, as added by AB 2246 (Ch. 642, Statutes of 2016), mandates that the Governing Board of any district serving students in grades 7-12 adopt a policy on student suicide prevention, intervention, and postvention (i.e., intervention conducted after a suicide) with specified components. Those components are addressed in the following policy and the accompanying administrative regulation. Also see the California Department of Education's model policy required by Education Code 215.

Note: The following policy and accompanying administrative regulation should be revised to reflect district practice. Pursuant to Education Code 215, the policy must be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts. It is recommended that districts also consult with legal counsel and the district's risk manager or insurance carrier, as appropriate.

The Governing Board recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. To attempt to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

In developing measures and strategies for use by the district, the Superintendent or designee may consult with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, local health agencies, mental health professionals, and community organizations.

(cf. 1020 - Youth Services)

(cf. 1220 - Citizen Advisory Committees)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

Such measures and strategies shall include, but are not limited to:

Note: Education Code 215, as added by AB 2246 (Ch. 642, Statutes of 2016), mandates that the district's policy address any training to be provided to teachers of students in grades 7-12 on suicide awareness and prevention. See the accompanying administrative regulation for additional language fulfilling this mandate. In addition, Education Code 49604 encourages each district to provide suicide prevention training at least once to each middle, junior high, and high school counselor. Item #1 may be revised to specify other categories of employees who will receive the training.

1. Staff development on suicide awareness and prevention for teachers, school counselors, and other district employees who interact with students in the secondary grades

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Note: Items #2-7 below reflect optional strategies for suicide prevention, intervention, and postvention and may be revised to reflect district practice.

2. Instruction to students in problem-solving and coping skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others

(cf. 6142.8 - Comprehensive Health Education)

3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

4. The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the youth suicide problem, the district's suicide prevention curriculum, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis

5. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions

6. Crisis intervention procedures for addressing suicide threats or attempts

7. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

Note: Education Code 215, as added by AB 2246 (Ch. 642, Statutes of 2016), mandates that the district's policy specifically address the needs of high-risk groups, including, but not limited to, those listed in the following paragraph. See the accompanying administrative regulation for additional language fulfilling this mandate.

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing

homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)

Legal Reference:

EDUCATION CODE

215 Student suicide prevention policies

32280-32289 Comprehensive safety plan

49060-49079 Student records

49602 Confidentiality of student information

49604 Suicide prevention training for school counselors

GOVERNMENT CODE

810-996.6 Government Claims Act

PENAL CODE

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent

5850-5883 Mental Health Services Act

COURT DECISIONS

Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009

NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS

Preventing Suicide, Guidelines for Administrators and Crisis Teams, 2015

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

Preventing Suicide: A Toolkit for High Schools, 2012

National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012

WEB SITES

American Association of Suicidology: http://www.suicidology.org

American Foundation for Suicide Prevention: http://afsp.org

American Psychological Association: http://www.apa.org

American School Counselor Association: http://www.schoolcounselor.org

California Department of Education, Mental Health: http://www.cde.ca.gov/ls/cg/mh

California Department of Health Care Services, Suicide Prevention Program: http://www.dhcs.ca.gov/services/MH/Pages/SuicidePrevention.aspx

Centers for Disease Control and Prevention, Mental Health: http://www.cdc.gov/mentalhealth

National Association of School Psychologists: http://www.nasponline.org

National Institute for Mental Health: http://www.nimh.nih.gov

Trevor Project: http://thetrevorproject.org

U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration: http://www.samhsa.gov

(6/96 7/09) 3/17

5600

CSBA Sample | AR ~~5141.52~~ Students

Suicide Prevention

Note: Pursuant to Education Code 215, as added by AB 2246 (Ch. 642, Statutes of 2016), districts serving students in grades 7-12 are mandated to adopt a policy on student suicide prevention, intervention, and postvention (i.e., intervention conducted after a suicide). See the accompanying Board policy. The following administrative regulation provides additional strategies that fulfill the mandate and may be revised to reflect district practice.

Note: Examples of suicide prevention strategies are available in the California Department of Education's (CDE) model policy created in response to AB 2246, the U.S. Department of Health and Human Services publication Preventing Suicide: A Toolkit for High Schools, and resources issued by other state and federal agencies and organizations. For further information about strategies to protect students from bullying, cyberbullying, and other harassment, see BP 5131 - Conduct, BP 5131.2 - Bullying, BP 5145.3 - Nondiscrimination/Harassment, and BP 5145.9 - Hate-Motivated Behavior.

Staff Development

Note: Education Code 215, as added by AB 2246 (Ch. 642, Statutes of 2016), mandates that the district's policy and procedures address any training to be provided to teachers of students in grades 7-12 on suicide awareness and prevention. In addition, Education Code 49604 encourages each district to provide suicide prevention training at least once to each middle, junior high, and high school counselor. The following section may be revised to reflect district practice.

Suicide prevention training shall be provided to teachers, counselors, and other district employees who interact with students at the secondary level. The training shall be offered under the direction of a district counselor/psychologist and/or in cooperation with one or more community mental health agencies.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. Materials also may include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Staff development shall include research and information related to the following topics:

Note: Education Code 215, as added by AB 2246 (Ch. 642, Statutes of 2016), mandates that the district's policy specifically address the needs of high-risk groups; see the accompanying Board policy. One strategy to specifically address their needs is to increase staff awareness of the higher rates of suicide among these groups, as provided in item #1 below.

1. The higher risk of suicide among certain groups, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth

> Note: Staff development may include training about risk factors associated with suicide, as provided in item #2 below. Information about risk factors is available from the CDE, Centers for Disease Control and Prevention, American Association of Suicidology, American Foundation for Suicide Prevention, Trevor Project, and other agencies and organizations.

2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, impulsivity, and other factors

~~(cf. 5131.6 - Alcohol and Other Drugs)~~

3. Warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent

4. Protective factors that may help to decrease a person's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community

5. Instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health

6. School and community resources and services, including resources and services that meet the specific needs of high-risk groups

~~(cf. 5141.6 - School Health Services)~~

~~(cf. 6164.2 - Guidance/Counseling Services)~~

7. District procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide

Instruction

> Note: The state's content standards for health education include voluntary standards pertaining to mental, emotional, and social health at selected elementary and secondary grades and suicide prevention instruction at grade 7 or 8 and in high school. The district may revise the following paragraph to reflect grade levels offered by the district.

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. Suicide prevention instruction shall be incorporated into the health education curriculum at appropriate secondary grades and shall be designed to help students:

1. Identify and analyze signs of depression and self-destructive behaviors and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide

2. Develop coping and resiliency skills and self-esteem

3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent

4. Identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention

(cf. 1020 - Youth Services)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5141.6 - School Health Services)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6164.2 - Guidance/Counseling Services)

Intervention

> Note: Education Code 215, as added by AB 2246 (Ch. 642, Statutes of 2016), mandates that the district's policy and procedures address suicide intervention. The following section should be revised to reflect district practice.
>
> Note: In addition, the district may choose to incorporate crisis intervention strategies in its comprehensive school safety plan adopted pursuant to Education Code 32280-32289; see BP/AR 0450 - Comprehensive Safety Plan.

Students shall be encouraged to notify a teacher, principal, counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, he/she shall promptly notify the principal or school counselor.

> Note: Education Code 49602 generally protects the confidentiality of information of a personal nature disclosed to a school counselor by a student age 12 years or older or by a parent/guardian. However, in certain circumstances, the counselor may disclose such information to avert a clear and present danger to the health, safety, or welfare of the student. Also see BP 6164.2 - Guidance/Counseling Services.

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, referenced, or discussed with third parties, the counselor may report to the principal or student's parents/guardians when he/she has reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student. In addition, the counselor may disclose information of a personal nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment. (Education Code 49602)

(cf. 5141 - Health Care and Emergencies)

A school employee shall act only within the authorization and scope of his/her credential or license. An employee is not authorized to diagnose or treat mental illness unless he/she is specifically licensed and employed to do so. (Education Code 215)

Whenever schools establish a peer counseling system to provide support for students, peer counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.

(cf. 5138 - Conflict Resolution/Peer Mediation)

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

1. Immediately securing medical treatment and/or mental health services as necessary

2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened

3. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene

4. Removing other students from the immediate area as soon as possible

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5141 - Health Care and Emergencies)

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

(cf. 5125 - Student Records)

> Note: The following paragraph is optional. If a student's parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide, the Superintendent or designee shall consider whether a referral to child protective services for child neglect is needed. Pursuant to Penal Code 11164-11174.3, the Child Abuse and Neglect Reporting Act, school employees who are mandated reporters are required to report child abuse or neglect, as defined in law, when they have knowledge of or reasonably suspect that a child is a victim of child abuse or neglect. See BP/AR 5141.4 - Child Abuse Prevention and Reporting.

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether he/she is required, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate next steps to ensure the student's readiness for return to school.

Postvention

> Note: Education Code 215, as added by AB 2246 (Ch. 642, Statutes of 2016), mandates that the district's policy and procedures address suicide postvention. The following section should be revised to reflect district practice.

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

> Note: Research has identified an increased risk of suicide among youth who are grieving the suicide of another (so-called "suicide contagion"). The National Association of School Psychologists, in its Preventing Suicide, Guidelines for Administrators and Crisis Teams, recommends that memorials should be implemented with care so as not to sensationalize or glamorize suicide and thereby increase the suicide risk to other students. If a memorial is conducted for a student who dies by suicide, the association suggests a living memorial, such as making donations to a local crisis center, participating in an event that raises awareness about suicide prevention, or providing other opportunities for service activities in the school.

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. He/she shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. School staff may receive assistance from school counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

(cf. 1112- Media Relations)

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

(6/96 7/09) 3/17

CLEAR CREEK SCHOOL DISTRICT
EMPLOYMENT CONTRACT OF SUPERINTENDENT

This Contract is made and entered into this 9th day of May 2017 by and between the Board of Trustees of the Clear Creek School District, Nevada County, California ("District"), and Dan Zeisler ("Superintendent").

1. Employment. The parties acknowledge and agree that Superintendent is also employed part-time by the Chicago Park School District. Clear Creeks School District hereby employs Superintendent and Superintendent hereby accepts employment by District and agrees to comply with all conditions set forth herein and to fulfill all the duties of a superintendent for the District.

2. Term. District employs Superintendent for a period of three years commencing July 1, 2017 and ending June 30, 2020, unless terminated earlier under the terms of this Contract or otherwise by law.

3. Salary. The salary of Superintendent for the 2017-18 school year shall be $68,100 payable in twelve (12) roughly equal payments in accord with standard District payroll, less standard payroll and retirement deductions.

4. Salary Adjustments. Salary increases will be in accordance with Cost of Living Adjustments awarded to the staff over the duration of this contract. District reserves the right to adjust Superintendent's salary at any time; however, said adjustment shall not operate to reduce the salary without the written consent of both parties. Any adjustment shall be in the form of an amendment to this contract, and shall not operate to extend the termination date of this contract beyond June 30, 2020

5. Work Days. Superintendent shall work 110 days per school year, including no less than two days per week when school is in session and other days as required to discharge the duties of Superintendent. Scheduled evening events such as board meetings, Back to School Night, Open House, etc. that extend a work day beyond 10 hours will be counted as a 1.5 work days. Prior to the beginning of each year, he shall submit his proposed work calendar for the forthcoming school year to District Governing Board for approval. District Governing Board shall have the discretion to adjust/alter said calendar. If the parties agree to subsequently adjust the calendar so as to provide for workdays in excess of 110 days, Superintendent shall only receive compensation for a maximum of five (5) additional work days per year, based on his per diem rate.

6. Benefits. Superintendent shall be entitled to receive all benefits that are granted to other certificated employees of District including but not limited to sick leave (six days day per year @ 8 hours per day) as regulated by Education Code and District Policy, leaves of absence for personal necessity. Superintendent shall obtain his health & welfare benefits through the Chicago Park School District. The Clear Creek School District shall reimburse Chicago Park 50% of its health and welfare benefits premium for the Superintendent. The Clear Creek School District shall also reimburse Chicago Park for 50% of the cost it incurs for the Superintendent's annual ACSA dues. The Superintendent reserves the right to charge the district for mileage (one way) when

traveling to the annual Superintendent's Symposium and annual ACSA Regional Conference. Meal reimbursements will be capped at $25 per day. Should the District want the Superintendent to attend any other conferences more than 50 miles outside of Nevada County, the Superintendent may negotiate mileage and meal reimbursement.

7. Expense Reimbursement. District shall reimburse Superintendent for actual and necessary expenses incurred by him in the normal performance and scope of his official duties during the term of this Contract. Reimbursements shall only be provided after Superintendent has submitted a request on appropriate District forms.

8. Duties. This Contract is subject to all applicable laws of the State of California and to the lawful rules and regulations of the California State Board of Education and of District. Said laws, rules, and regulations are hereby made a part of the terms and conditions of this contract as though set forth herein. Superintendent shall perform all duties prescribed by said laws, rules, and regulations, and shall carry out and obey all directives of District, whether oral or written.

9. Evaluation. District shall annually evaluate the performance of Superintendent and the working relationship between Superintendent and District. This evaluation should take place before June 30 and shall be based on the position description and the mutually agreed upon goals and objectives in accordance with the procedures authorized in District policies. If the evaluation is not completed prior to June 30 of any year, the evaluation will be considered satisfactory.

10. Removal from Position. Superintendent may be removed from his position by:

a. Agreement. Mutual agreement of the parties.

b. Termination by District. Notwithstanding any other provision of this Contract, District has the absolute discretion to terminate this Contract without cause upon the giving of sixty (60) days prior written notice. Pursuant to Government Code §53260, if the Contract is terminated, the maximum cash settlement that Superintendent may receive shall be an amount equal to his monthly salary multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 12 months, the maximum cash settlement shall be an amount equal to his monthly salary multiplied by 12. The parties expressly agree that there shall be no payment for health and welfare benefits.

c. Breach of Contract. Nothing herein shall limit the power of District to rescind this Contract in the event of the breach thereof by Superintendent; nor shall he be entitled to any payment hereunder for any such rescission for breach. Further, nothing herein shall limit the power of District with regard to other actions it may take respecting Superintendent's employment with District as long as those actions are not inconsistent with California law.

d. Termination by Superintendent. Should Superintendent elect to terminate this Contract before its term concludes, he must provide District with at least 180 days written notice and specific reasons for such action. District shall not be obligated to pay any additional compensation beyond such early termination date.

11. General Provisions. This *Contract* is subject to all applicable laws, rules and regulations of the State of California and District to the extent they are not inconsistent with the terms of this *Contract*. If any provision of this Contract is held to be contrary to law by a court of competent jurisdiction, such provision will be deemed to be- stricken and the remaining valid provisions shall remain.-in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of May 9th, 2017

	Board of Trustees of the Clear Creek School District ("District")
Superintendent	
_____	_____
Dan Zeisler	President,
	_____
	_____
	_____
	_____

BEFORE THE BOARD OF TRUSTEES OF THE

CLEAR CREEK SCHOOL DISTRICT

NEVADA COUNTY, CALIFORNIA

In the Matter of Reduction of)
Certain Classified Services)
_____)

RESOLUTION NO. 16-17-07

WHEREAS, pursuant to the authority of law and due to lack of work and/or lack of funds, the Governing Board hereby finds that it is in the District's best interest that the assignment of one general Instructional Aide be reduced, as set forth below; and

WHEREAS, the individual holding the position to be reduced does not reasonably have the ability to displace ("bump") another employee with less seniority, in that such other classroom aide positions are of a different nature and assignment structure, are special-education driven and require specialized experience; and

WHEREAS, District administration has reviewed the matter of classroom aide assignments and recommends that, as of no later than the 10th day of July, 2017, certain classified services now being provided be reduced, as follows:

1. Reduce one (1) four and sixty seven hundredths (4.67) hour per day general Instructional Aide position to a one and one-quarter (1.25) hour per day position at Clear Creek School.

NOW, THEREFORE, BE IT RESOLVED that the foregoing recitals are hereby approved as true and accurate.

BE IT FURTHER RESOLVED that, as of close of the business day of the 10th day of July, 2017, that the positions set forth hereinabove be eliminated as indicated.

BE IT FURTHER RESOLVED that the District Superintendent or his designee, be and hereby is authorized and directed to give notice of the reduction to the affected classified employee(s) pursuant to District rules and regulations and applicable provisions of the Education Code of the State of California not later than sixty (60) days prior to the effective date of layoff as set forth above.

The foregoing Resolution was passed and adopted at a regular meeting of the Board of Trustees of the Clear Creek School District on the 9th day of May, 2017, by the following vote:

AYES:

NOES:

ABSENT:

Dated this 9th day of May, 2017

_____,
President of the Board
Board of Trustees
Clear Creek School District
Nevada County, California

Certified a true copy:

_____,
Clerk
Board of Trustees
Clear Creek School District
Nevada County, California