

REVISED

**NICASIO SCHOOL DISTRICT
BOARD OF TRUSTEES**

AGENDA

~ Regular Meeting ~

Thursday, February 2, 2017 5:00 PM

Nicasio School Library 5555 Nicasio Valley Road, Nicasio CA

and

Trustee Jason Snell via Skype:

Cineaste Hotel, Room 1917 122 Haui Geng Lu, Huairou Qu, Beijing Shi, China 101400

1. Initial Matters

- a. Call to Order
 - i. Roll Call

2. Open Session Agenda

- a. Patriotic Moment
- b. Approval and Adoption of Open Session Agenda *Action*

3. Public Comment Information

- o *No formal action will be taken.*
- o *Board members or district staff may, but are not obligated to, briefly respond to statements made or question posed by the public about items not appearing on the agenda.*
- o *Designated amount of time to address the Board is limited to three minutes per individual.*
- o *Concerns about individual employees shall not be discussed in public at school board meetings. Please contact the superintendent with specific concerns.*

4. Consent Agenda Mass Action

- a. Approval of Minutes: Dec. 7, 2016 Annual Meeting and Dec. 7, 2017 Special Meeting of Board of Trustees
- b. Ratify Warrants Paid: Dec. 1, 2016 – Jan. 26, 2017
- c. Approval Interdistrict Transfer Out of NSD for 2017-18:
 - i. IDTX #17-18-01

5. Reports & Announcements Information

- a. Water System Update
- b. Principal's Report
- c. Superintendent's Report
- d. Trustees' Report

6. Business Services

- a. Accept 2015-16 Audit Report *Action*
- b. Approve Year 2 of 3-Year Audit Contract with Stephen Roatch Accountancy Corp. *Action*
- c. 2016-17 Marin County Annual Statement of Investment Policy *Information*
- d. Approve Form J-13A Request for Allowance of Attendance Because of Emergency Conditions *Action*

7. Facilities

- a. Update Regarding Prop. 39 Clean Energy Project Expenditures *Discussion*
- b. Update on Campus Phone System *Discussion*

8. Personnel

- a. Approve Public Disclosure of Proposed Collective Bargaining Agreement for 2016-17 *Action*
- b. Approve Revised Salary Schedules Effective July 1, 2016 for the Nicasio Teachers' Association, Unrepresented Classified Management and Unrepresented Classified Staff *Action*
- c. Approve Agreement Between MCOE and Nicasio School District for Administrative Support Services *Action*

9. Administrative/Governance

- a. Approve Enrollment Capacities for Interdistrict Attendance Requests into Nicasio School District for 2017-18 *Discussion/Action*
- b. Approve 2017-18 Annual Calendar *Action*
- c. Discussion of Election Law SB415 *Discussion*

10. Correspondence Information

- a. *Re: Positive Certification of First Interim Budget Report, James Cerreta, Assistant Superintendent, Marin County Office of Education, January 13, 2017*

11. Conclusion

- a. Agenda Planning *Discussion*
- b. Adjournment *Action*

If you need assistance to access the Board meeting room or to otherwise participate at the meeting, please submit a written request to Nicasio School District Superintendent at P.O. Box 711, Nicasio, CA 94946 or office@nicasioschool.org. Notification at least 48 hours prior to the meeting will better enable the District to make reasonable accommodations in accordance with the Americans with Disabilities Act.

**NICASIO SCHOOL DISTRICT
BOARD OF TRUSTEES**

MINUTES

~ ANNUAL MEETING and SPECIAL MEETING ~

Wednesday, December 7, 2016 5:00 PM

Nicasio School Library 5555 Nicasio Valley Road, Nicasio CA

1. Initial Matters

- a. **Call to Order** at 5pm to open the Special Meeting and the Annual Meeting
 - i. **Roll Call** In attendance: **Trustees Michelle Rutledge, Madeleine Sloane and Jason Snell.** Also in attendance: **Superintendent Tom Lohwasser, Interim Principal Don Armstrong, Office Manager Mikki McIntyre and Interim Business Official Margie Bonardi**
- b. **Approval of Closed Session Agenda**
Action: **M/S: Sloane/Rutledge** to approve and adopt Annual Meeting Closed Session agenda. **Vote: 3/0** Ayes: Rutledge, Sloane, Snell; Noes: None

2. Closed Session

- a. The following closed session item is listed below in compliance with Government Code Section 54954.2 and 54954.5 of the Brown Act.
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Gov. Code §54956.9(d)(2) or (d)(3).
Number of Potential Cases: One
- b. **Public Comment on Items on the Closed Session Agenda** *There was no public comment.*
- c. **Recess to Closed Session**

3. Reconvene to Open Session at 5:50pm and resume both meetings.

4. Open Session

- a. **Patriotic Moment** observed in memory of Pearl Harbor and in honor of the first Japanese official to visit Pearl Harbor (with President Obama)
- b. **Report Out** *There was no reportable action in Closed Session.*
- c. **Approval and Adoption of Special Meeting Agenda**
Action: **M/S: Sloane/Rutledge** to approve and adopt Special Meeting agenda **Vote: 3/0**
Ayes: Rutledge, Sloane, Snell; Noes: None

5. Special Meeting Public Comment *There was no public comment.*

6. Special Meeting Open Session

- a. **Discuss/Establish Timeframe for Determining Classroom Configurations/Capacity Limits for 2017-18** *Discussion:* Supt. Lohwasser advised the Board to take little more time to determine classroom configurations and capacity limits due to the current

changes in personnel. He recommended that the Board follow past practice and make those determinations at the Board meeting in late March.

Action: Approval of this item was made in combination with Special Meeting Open Session agenda item #3b.

b. Discuss/Determine Timeframe for Considering Interdistrict Transfer Requests for 2017-18

Action: **M/S: Sloane/Rutledge** establish the window of February 1 - April 15, 2017 for receiving interdistrict transfer requests for 2017-18; and to determine classroom configurations and capacity limits at the March 30, 2017 Board meeting. **Vote: 3/0**
Ayes: Rutledge, Sloane, Snell; **Noes:** None

7. Special Meeting Adjournment

Action: **M/S: Rutledge/Snell** to close Special Meeting. **Vote: 3/0** **Ayes:** Rutledge, Sloane, Snell; **Noes:** None

8. Resume Annual Meeting Open Session Agenda

Action: **M/S: Sloane/Rutledge** to approve Annual Meeting Open Session agenda **3/0** **Ayes:** Rutledge, Sloane, Snell; **Noes:** None

9. Annual Meeting Open Session Public Comment *There was no public comment.*

10. Consent Agenda

- a. **Approval of Minutes** November 3, 2016 Regular Meeting of Board of Trustees
- b. **Ratify Warrants Paid** 10/27/16 - 11/30/16
- c. **Approval of Marin County Board of Education Arts Education Resolution #903**
Discussion: Supt. Lohwasser noted that the resolution affirms the District's support of arts education.
Action: **M/S: MS/MR** to approve consent agenda. **Vote: 3/0** **Ayes:** Rutledge, Sloane, Snell; **Noes:** None

11. Reports & Announcements

- a. **Water System Update** *Trustee Jason Snell read aloud a report from Holly McArthur, who was unable to attend the meeting.*
- b. **Principal's Report** *Interim Principal Don Armstrong provided his written report.*
- c. **Superintendent's Report** *Supt. Lohwasser reported the following:*
 - i. Supt. Lohwasser said that he, Mikki McIntyre and Colin Williams attended the MERA emergency radio training at the Marin County Office of Emergency Services on December 6th.
 - ii. He said he would like to move the 2017-18 annual calendar along, and requested it be added to agenda planning.
- d. **Trustees' Report** *There was no report.*

12. Business Services

- a. **Approve 2016-17 Budget Revision #2** *Discussion:* Trustee Snell expressed appreciation for the fact that most of the budget changes were minor.
Action: **M/S: Rutledge/Snell** to approve 2016-17 Budget Revision #2. **Vote: 3/0** **Ayes:** Rutledge, Sloane, Snell; **Noes:** None

- b. **Approve 2016-17 First Interim Budget Report** *Discussion:* Interim CBO Margie Bonardi provided a PowerPoint presentation of the First Interim Budget Report. She noted that most of the District's Federal money is used for special education, adding that property taxes fund 69% of the overall budget. Margie said salary expenses are currently lower than normal because there are several positions being filled through contract services. Technically, she said, the District is not really deficit spending, adding that budget is very healthy. Margie noted that a .6FTE principal position and .4FTE chief business official positions are budgeted for the next two years, which will spend down the budget somewhat, but the reserve will still hold. She added that although the third year spending will be significant, the reserve will still be met. Supt. Lohwasser and Trustee Snell thanked Margie for a clear and thorough presentation.
Action: **M/S: Sloane/Rutledge** to approve 2016-17 First Interim Budget Report. **Vote: 3/0** Ayes: Rutledge, Sloane, Snell; Noes: None

13. Personnel

- a. **Principal Vacancy Update** *Information:* Supt. Lohwasser said he has received four inquiries and two formal applications for the principal vacancy. He said he will follow up with the two current applicants.
- b. **Consider Approval of Tentative Agreement Between Nicasio School District and the Nicasio Teachers' Association** *Discussion:* Supt. Lohwasser explained that he now feels sufficient confidence in the budget such that the District will be in good shape should the Board approve the agreement. Margie Bonardi said the entire the agreement totals approximately \$8000 per year. Trustee Sloane said she would not want the Board to be in the position of giving up the benefits cap. Margie clarified that the agreement is not waiving the benefits cap, but rather it is determining the cap for dental, vision and health for 2016-17 and 2017-18.
Action: **M/S: Sloane/Rutledge** to Approval of Tentative Agreement Between Nicasio School District and the Nicasio Teachers' Association **Vote: 3/0** Ayes: Snell, Rutledge, Sloane; Noes: None

14. Governance

- a. **Annual Organization Meeting of the Board of Trustees** in Accordance with Education Code #35143
- i. **Election of Officers to the Board of Trustees**
Action: **M/S: Sloane/Rutledge** to elect the following Board officers: Jason Snell as President; Madeleine Sloane as Clerk; and Michelle Rutledge as Trustee Representative to the Marin County School Board Association **Vote: 3/0** Ayes: Snell, Rutledge, Sloane; Noes: None
- ii. **Establish Regular Board of Trustees Meeting Schedule** *Discussion:* Supt. Lohwasser requested that the proposed Board calendar be put on agenda planning.
Action: **M/S: Sloane/Rutledge** to continue the current schedule of the Regular Board of Trustees meetings on the first Thursday of each month (with a few exceptions as indicated on the schedule) at 5pm. **Vote: 3/0** Ayes: Rutledge, Sloane, Snell; Noes: None

15. Correspondence

- a. *Re: NCR Matching Grant Request Approval, Ron Martin, JPA Manager, Northern California Regional Liability Excess Fund, October 20, 2016*

16. Conclusion

a. Agenda Planning

- i. The next meeting is February 2, 2017
- ii. AB1200
- iii. Board calendar
- iv. Annual school calendar
- v. Water system update

b. Other Business

- i. The trustees expressed appreciation to Interim Principal Armstrong for his assistance.

c. Adjournment

Action: **M/S: Sloane/Rutledge** to adjourn meeting at 6:36pm. **Vote: 3/0** Ayes: Rutledge, Sloane, Snell; *Noes:* None

Respectfully Submitted, Mikki McIntyre

☐ Unadopted ☐ Adopted

Madeleine Sloane, Clerk

031 Nicasio School District
Warrants Paid thru Jan 26 2017

Vendor History Report
Activity dated 12/01/2016 - 01/26/2017

J69259 VE0300 L.00.15 01/31/17 PAGE 0

Account classifications selected										Field ranges selected		
	FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	FI	RANGE
<hr/>												
1.	-	-	-	.	-	-	-	-	-	-		
2.	-	-	-	.	-	-	-	-	-	-		
3.	-	-	-	.	-	-	-	-	-	-		
4.	-	-	-	.	-	-	-	-	-	-		
5.	-	-	-	.	-	-	-	-	-	-		
6.	-	-	-	.	-	-	-	-	-	-		
7.	-	-	-	.	-	-	-	-	-	-		
8.	-	-	-	.	-	-	-	-	-	-		
9.	-	-	-	.	-	-	-	-	-	-		
10.	-	-	-	.	-	-	-	-	-	-		

Additional Selection and Sort Criteria

Activity dated: 12/01/2016 through 01/26/2017 (Exclude balance forward)
Extract by: Date paid
Primary sort: VENDOR
Order vendors by: NAME
Totals Only: NO
Vendors with 1099 of: ALL TIN Masking: 0
Vendor #: 0 to 0
Vendor name: to
Category: to
Type: to
Category:
Type:
Zip codes: None

Sort on: FUND

FUND :01 GENERAL FUND

FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	Reference Entered	Description Paid	Warrant#	Encumbered	Payment	1099	UT

568	AT&T									Last paid: 02/01/2017		Last edit: 06/08/2011	1099: N	TIN:		
	01-0000-0-5970.00-0000-2700-000-000-000									PO-170001	8877879		83.35-	83.35	N	N
										12/09/2016	12/14/2016	20147860				
	01-1400-0-5940.00-1110-1010-000-000-000									PO-170002	43695118589544		384.86-	384.86	N	N
										12/16/2016	12/20/2016	20148533				
	01-0000-0-5970.00-0000-2700-000-000-000									PO-170001	9016911		166.80-	166.80	N	N
										01/13/2017	01/18/2017	20150341				
	01-1400-0-5940.00-1110-1010-000-000-000									PO-170002	43695118589544		385.13-	385.13	N	N
										01/13/2017	01/18/2017	20150341				
										TOTAL VENDOR:			1,020.14-*	1,020.14	*	
1399	BACR									Last paid: 01/25/2017		Last edit: 02/25/2016	1099: N	TIN: 942346815		
	01-6500-0-5840.00-5770-3120-000-000-000									PO-170003	FINAL PAYMENT PER MOU		5,282.00-	5,282.00	N	N
										01/23/2017	01/25/2017	20150984				
										TOTAL VENDOR:			5,282.00-*	5,282.00	*	
1415	CLASSROOM SAFARI									Last paid: 01/18/2017		Last edit: 01/13/2017	1099: Y	TIN: 560969262	CROMWELL, BONNI	
	01-1100-0-4300.00-1110-1010-000-000-000									PO-170156	ANIMAL PRESENTATION		650.00			
										12/01/2016	12/01/2016					
	01-1100-0-4300.00-1110-1010-000-000-000									PO-170156	VIP PROGRAM		650.00-	650.00	Y	N
										01/13/2017	01/18/2017	20150342				
										TOTAL VENDOR:			0.00 *	650.00	*	
1410	D'ANNA, JENNA									Last paid: 12/20/2016		Last edit: 09/30/2016	1099: N	TIN:		
	01-9320-0-4300.00-1110-1010-000-000-000									PO-170158	REIMBURSEMENT PAINT KITS		17.28			
										12/08/2016	12/08/2016					
	01-9320-0-4300.00-1110-1010-000-000-000									PO-170158	REIMBURSEMENT		17.28-	17.28	N	N
										12/16/2016	12/20/2016	20148534				
										TOTAL VENDOR:			0.00 *	17.28	*	
273	DIXIE SCHOOL DISTRICT									Last paid: 01/25/2017		Last edit: 02/25/2016	1099: N	TIN:		
	01-4035-0-5240.00-1110-1010-000-000-000									PO-170165	BTSA FOR HUTCHENS		1,298.75			
										01/17/2017	01/17/2017					

FUND :01 GENERAL FUND

FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	Reference Entered	Description Paid	Warrant#	Encumbered	Payment	1099	UT

273	DIXIE SCHOOL DISTRICT									CONTINUING						
	01-4035-0-5240.00-1110-1010-000-000									PO-170165	17-3510		1,298.75-	1,298.75	N	N
										01/23/2017	01/25/2017	20150985				
													TOTAL VENDOR:	0.00 *	1,298.75 *	
24	EMPLOYMENT DEVELOPMENT DEPT									Last paid: 01/25/2017	Last edit: 01/23/2008		1099: N	TIN:		
	01-0000-0-9515.00-0000-0000-000-000									PV-170022	4TH QUARTER	94241106		52.29	N	N
										01/23/2017	01/25/2017	20150990				
													TOTAL VENDOR:	0.00 *	52.29 *	
586	FISHMAN SUPPLY COMPANY									Last paid: 12/02/2016	Last edit: 10/09/2009		1099: N	TIN:		
	01-0000-0-4300.00-0000-8200-000-000									PO-170151	1056893		128.75-	128.75	N	N
										12/01/2016	12/02/2016	20146820				
													TOTAL VENDOR:	128.75-*	128.75 *	
1321	GRAINGER									Last paid: 12/14/2016	Last edit: 09/27/2012		1099: N	TIN: 361150280		
	01-0000-0-4300.00-0000-2700-000-000									PO-170153	8280111734		41.50-	41.49	N	N
										12/09/2016	12/14/2016	20147862				
	01-0000-0-4300.00-0000-8200-000-000									PO-170154	9281490558		43.33-	43.33	N	N
										12/09/2016	12/14/2016	20147862				
													TOTAL VENDOR:	84.83-*	84.82 *	
1409	HENKEL, WILLIAM									Last paid: 01/18/2017	Last edit: 06/23/2016		1099: Y	TIN: 463158020		
	01-6500-0-5840.00-5752-1100-000-000									PO-170014	2064		1,908.75-	1,908.75	Y	N
										12/16/2016	12/20/2016	20148535				
	01-6500-0-5840.00-5752-1100-000-000									PO-170014	2131		930.00-	930.00	Y	N
										01/13/2017	01/18/2017	20150343				
	01-6500-0-5840.00-5752-1100-000-000									PO-170014	2135		1,908.50-	1,908.50	Y	N
										01/13/2017	01/18/2017	20150343				
													TOTAL VENDOR:	4,747.25-*	4,747.25 *	
807	JERRY & DON'S PUMP & WELL									Last paid: 01/18/2017	Last edit: 02/26/2014		1099: N	TIN: 680161902	MICKELSON ENTER	

FUND :01 GENERAL FUND

FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	Reference Entered	Description Paid	Warrant#	Encumbered	Payment	1099	UT

807	JERRY & DON'S PUMP & WELL									CONTINUING						
	01-0000-0-5535.00-0000-8200-000-000-000									PO-170017	0119270-IN		1,582.60-	1,582.60	N	N
										12/16/2016	12/20/2016	20148536				
	01-0000-0-5535.00-0000-8200-000-000-000									PO-170017	0119306-IN		659.25-	659.25	N	N
										01/13/2017	01/18/2017	20150344				
	01-0000-0-5535.00-0000-8200-000-000-000									PO-170017	0119609-IN		1,122.43-	1,122.43	N	N
										01/13/2017	01/18/2017	20150344				
										TOTAL VENDOR:			3,364.28-*	3,364.28 *		
1149	MARIN COUNTY OFFICE OF ED									Last paid: 02/01/2017	Last edit: 11/16/2012		1099: N	TIN:		
	01-0000-0-6400.00-0000-7706-000-000-015									PO-170147	170288		6,129.00-	6,129.00	N	N
										12/01/2016	12/02/2016	20146821				
	01-0000-0-5940.00-0000-2700-000-000-000									CL-160036	PD W WARRANT	20132981	250.00-		N	N
										12/16/2016	12/20/2016					
	01-4035-0-5240.00-1110-1010-000-000-000									PO-170166	BTSA INDUCTION		265.00			
										01/18/2017	01/18/2017					
	01-0000-0-5960.00-0000-2700-000-000-000									PV-170017	170475			4.65	N	N
										01/13/2017	01/18/2017	20150345				
	01-0000-0-3701.00-1110-1010-000-000-000									PV-170018	DISTRICT PORTION FOR ROGERS			735.69	N	N
										01/13/2017	01/18/2017	20150345				
	01-0000-0-9210.00-0000-0000-000-000-000									PV-170018	ROGERS PORTION			196.40	N	N
										01/13/2017	01/18/2017	20150345				
	01-0000-0-9526.00-0000-0000-000-000-000									PV-170018	KAISER ACTIVE EMPLOYEES			1,841.46	N	N
										01/13/2017	01/18/2017	20150345				
	01-0000-0-9529.00-0000-0000-000-000-000									PV-170018	VISION ACTIVE EMPLOYEES			93.64	N	N
										01/13/2017	01/18/2017	20150345				
	01-4035-0-5240.00-1110-1010-000-000-000									PO-170166	170434		265.00-	265.00	N	N
										01/23/2017	01/25/2017	20150986				
										TOTAL VENDOR:			6,379.00-*	9,265.84 *		
1180	MCINTYRE, MICHELLE									Last paid: 12/20/2016	Last edit: 06/25/2008		1099: N	TIN:		
	01-0000-0-4300.00-0000-2700-000-000-000									PO-170157	REIMBURSEMENT BOARD MTG		23.63			
										12/12/2016	12/12/2016					
	01-0000-0-4300.00-0000-2700-000-000-000									PO-170157	REIMBURSEMENT BOARD MTG		23.63-	23.63	N	N
										12/16/2016	12/20/2016	20148537				
										TOTAL VENDOR:			0.00 *	23.63 *		
276	MSIA									Last paid: 01/25/2017	Last edit: 07/29/2010		1099: N	TIN:		

FUND :01 GENERAL FUND

FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	Reference Entered	Description Paid	Warrant#	Encumbered	Payment	1099	UT

276	MSIA									CONTINUING						
	01-0000-0-9528.00-0000-0000-000-000									PV-170016	ACTIVE SUBSCRIBERS	007302-1351		495.85	N	N
										12/01/2016	12/02/2016	20146822				
	01-0000-0-9528.00-0000-0000-000-000									PV-170019	ACTIVE MEMBERS DENTAL BENEFITS			495.85	N	N
										01/13/2017	01/18/2017	20150346				
	01-0000-0-9528.00-0000-0000-000-000									PV-170020	ACTIVE MEMBERS			495.85	N	N
										01/23/2017	01/25/2017	20150987				
TOTAL VENDOR:													0.00 *	1,487.55 *		
1323	NORTH BAY TAXI									Last paid: 01/25/2017		Last edit: 12/19/2012		1099: N TIN: 943391585		
	01-6500-0-5840.00-5770-3600-000-707-000									PO-170031	SEPTEMBER TRANSPORTATION		2,760.00-	2,760.00	N	N
										12/01/2016	12/02/2016	20146823				
	01-0000-0-9209.00-0000-0000-000-000-000									PO-170031	SEPTEMBER LAG TRANSPORTATION		660.00-	660.00	N	N
										12/01/2016	12/02/2016	20146823				
	01-6500-0-5840.00-5770-3600-000-707-000									PO-170031	OCTOBER TRANSPORTATION		2,520.00-	2,520.00	N	N
										12/09/2016	12/14/2016	20147863				
	01-0000-0-9209.00-0000-0000-000-000-000									PO-170031	LAG TRANSPORTATION		840.00-	840.00	N	N
										12/09/2016	12/14/2016	20147863				
	01-6500-0-5840.00-5770-3600-000-707-000									PO-170031	NOVEMBER TRANSPORTATION		1,890.00-	1,890.00	N	N
										01/23/2017	01/25/2017	20150988				
	01-6500-0-5840.00-5770-3600-000-707-000									PO-170031	DECEMBER TRANSPORTATION		2,020.00-	2,020.00	N	N
										01/23/2017	01/25/2017	20150988				
	01-0000-0-9209.00-0000-0000-000-000-000									PO-170031	NOVEMBER TRANSPORTATION		600.00-	600.00	N	N
										01/23/2017	01/25/2017	20150988				
	01-0000-0-9209.00-0000-0000-000-000-000									PO-170031	DECEMBER TRANSPORTATION		540.00-	540.00	N	N
										01/23/2017	01/25/2017	20150988				
TOTAL VENDOR:													11,830.00-*	11,830.00 *		
7	OFFICE DEPOT									Last paid: 02/01/2017		Last edit: 11/16/2009		1099: N TIN:		
	01-1100-0-4300.00-1110-1010-000-678-000									PO-170142	877838465001		151.90-	151.90	N	N
										12/01/2016	12/02/2016	20146824				
	01-0000-0-4300.00-0000-8200-000-000-000									PO-170143	878119418001		66.81-	66.81	N	N
										12/01/2016	12/02/2016	20146824				
	01-0000-0-4300.00-0000-8200-000-000-000									PO-170143	878118964001		350.07-	350.07	N	N
										12/01/2016	12/02/2016	20146824				
	01-0000-0-4300.00-0000-2700-000-000-000									PO-170143	878118964001		31.83-	31.83	N	N
										12/01/2016	12/02/2016	20146824				
	01-0000-0-4300.00-0000-2700-000-000-000									PO-170149	878778681001		21.68-	21.68	N	N
										12/09/2016	12/14/2016	20147864				
	01-0000-0-4300.00-0000-2700-000-000-000									PO-170149	878778838001		9.08-	9.08	N	N
										12/09/2016	12/14/2016	20147864				

FUND :01 GENERAL FUND

FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	Reference Entered	Description Paid	Warrant#	Encumbered	Payment	1099	UT

7	OFFICE DEPOT									CONTINUING						
	01-0000-0-4300.00-0000-8200-000-000-000									PO-170149	878778838001		185.80-	185.80	N	N
										12/09/2016	12/14/2016	20147864				
	01-0000-0-4300.00-0000-8200-000-000-000									PO-170149	878778839001		398.97-	398.16	N	N
										12/09/2016	12/14/2016	20147864				
	01-0000-0-4300.00-0000-2700-000-000-000									PO-170160	ADMIN AND K12 SUPPLIES		149.79			
										01/05/2017	01/05/2017					
	01-1100-0-4300.00-1110-1010-000-012-000									PO-170160	ADMIN AND K12 SUPPLIES		41.76			
										01/05/2017	01/05/2017					
	01-0000-0-4300.00-0000-2700-000-000-000									PO-170163	COPIER PAPER		32.47			
										01/18/2017	01/18/2017					
	01-1100-0-4300.00-1110-1010-000-000-000									PO-170163	COPIER PAPER		97.40			
										01/18/2017	01/18/2017					
										TOTAL VENDOR:			894.72-*	1,215.33 *		
12	P G & E									Last paid: 02/01/2017	Last edit: 07/11/2008		1099: N	TIN:		
	01-0000-0-5510.00-0000-8200-000-000-000									PO-170033	4964672870-6		11.54-	11.54	N	N
										12/09/2016	12/14/2016	20147865				
	01-0000-0-5510.00-0000-8200-000-000-000									PO-170033	8516765363-4		766.09-	766.09	N	N
										12/09/2016	12/14/2016	20147865				
	01-0000-0-5510.00-0000-8200-000-000-000									PO-170033	8516765363-4		741.20-	741.20	N	N
										01/13/2017	01/18/2017	20150347				
										TOTAL VENDOR:			1,518.83-*	1,518.83 *		
922	PRO FLAME COTATI									Last paid: 01/18/2017	Last edit: 12/11/2013		1099: N	TIN: 731495293		
	01-0000-0-5505.00-0000-8200-000-000-000									PO-170051	3060006229		293.88-	293.88	N	N
										01/13/2017	01/18/2017	20150340				
	01-0000-0-5505.00-0000-8200-000-000-000									PO-170051	3059638997		2,318.00-	2,318.00	N	N
										01/13/2017	01/18/2017	20150340				
										TOTAL VENDOR:			2,611.88-*	2,611.88 *		
1204	PROTECTION ONE									Last paid: 01/18/2017	Last edit: 12/16/2011		1099: N	TIN: 330608932		
	01-0000-0-5620.00-0000-8300-000-000-000									PO-170035	113090651		81.30-	81.30	N	N
										12/09/2016	12/14/2016	20147866				
	01-0000-0-5620.00-0000-8300-000-000-000									PO-170035	113737479		89.86-	89.86	N	N
										01/13/2017	01/18/2017	20150348				
										TOTAL VENDOR:			171.16-*	171.16 *		

FUND :01 GENERAL FUND

FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	Reference Entered	Description Paid	Warrant#	Encumbered	Payment	1099	UT

1368	QUILL CORPORATION									Last paid: 12/14/2016	Last edit: 01/20/2015		1099: N	TIN:		
	01-0000-0-4300.00-0000-8200-000-000-000									PO-170150	1886195		73.13-	73.13	N	N
										12/09/2016	12/14/2016	20147867				
													TOTAL VENDOR:	73.13-*	73.13	*
21	REDWOOD EMPIRE DISPOSAL									Last paid: 01/18/2017	Last edit: 03/06/2008		1099: N	TIN:		
	01-0000-0-5550.00-0000-8200-000-000-000									PO-170037	851501		223.37-	223.37	N	N
										12/16/2016	12/20/2016	20148539				
	01-0000-0-5550.00-0000-8200-000-000-000									PO-170037	861921		446.74-	446.74	N	N
										01/13/2017	01/18/2017	20150349				
													TOTAL VENDOR:	670.11-*	670.11	*
1272	SALDANA, RAUL									Last paid: 01/25/2017	Last edit: 09/11/2009		1099: Y	TIN: 612235117	SALDANA, RAUL	
	01-0000-0-5840.00-0000-8100-000-000-000									PO-170041	NOV 2016		300.00-	300.00	Y	N
										12/01/2016	12/02/2016	20146825				
	01-0000-0-5840.00-0000-8100-000-000-000									PO-170041	DECEMBER 2016		300.00-	300.00	Y	N
										12/09/2016	12/14/2016	20147868				
	01-6500-0-5840.00-5770-3600-000-706-000									PO-170040	NOVEMBER TRANSPORTATION		760.00-	760.00	Y	N
										12/16/2016	12/20/2016	20148540				
	01-0000-0-5840.00-0000-8100-000-000-000									PO-170041	JANUARY GROUNDS KEEPING		300.00-	300.00	Y	N
										01/23/2017	01/25/2017	20150989				
	01-0000-0-5840.00-0000-8200-000-000-000									PV-170021	REPLACE STALE WRNT 20094272			300.00	Y	N
										01/23/2017	01/25/2017	20150989				
													TOTAL VENDOR:	1,660.00-*	1,960.00	*
1362	SALDANA, SERGIO									Last paid: 12/20/2016	Last edit: 10/01/2014		1099: N	TIN:		
	01-6500-0-5840.00-5770-3600-000-706-000									PO-170042	NOVEMBER TRANSPORTATION		138.51-	138.51	N	N
										12/16/2016	12/20/2016	20148541				
													TOTAL VENDOR:	138.51-*	138.51	*
600	SCHOOL & COLLEGE LEGAL SERVICE									Last paid: 12/14/2016	Last edit: 12/20/2012		1099: Y	TIN: 680485575		
	01-0000-0-5829.00-0000-7100-000-000-000									PO-170048	in17-00932		4,385.50-	4,385.50	Y	N
										12/09/2016	12/14/2016	20147869				
													TOTAL VENDOR:	4,385.50-*	4,385.50	*

FUND :01 GENERAL FUND

FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	Reference Entered	Description Paid	Warrant#	Encumbered	Payment	1099	UT

1260	SILYCO									Last paid: 12/20/2016	Last edit: 07/15/2009		1099: Y	TIN: 203305477	TONG, MARK	
	01-0000-0-5840.00-1110-1010-000-000-000									PO-170043	NOV2016		325.00-	325.00	Y	N
										12/16/2016	12/20/2016	20148542				
	01-0000-0-5840.00-0000-2700-000-000-000									PO-170043	NOV2016		325.00-	325.00	Y	N
										12/16/2016	12/20/2016	20148542				
										TOTAL VENDOR:			650.00-*	650.00	*	
1285	SNELL, MONICA									Last paid: 12/20/2016	Last edit: 12/22/2010		1099: N	TIN:		
	01-9040-0-4300.00-1451-1010-000-000-000									PO-170159	REIMBURSEMENT SNELL		119.83			
										12/12/2016	12/12/2016					
	01-9040-0-4300.00-1451-1010-000-000-000									PO-170159	REIMBURSEMENT		119.83-	119.83	N	N
										12/16/2016	12/20/2016	20148543				
										TOTAL VENDOR:			0.00 *	119.83	*	
1390	SOMMERS, ERICA									Last paid: 02/01/2017	Last edit: 10/08/2015		1099: N	TIN:		
	01-1100-0-4300.00-1110-1010-000-012-000									PO-170164	REIMBURSEMENT		9.48			
										01/12/2017	01/12/2017					
										TOTAL VENDOR:			9.48 *	0.00	*	
1371	SOUND AND SIGNAL INC									Last paid: 02/01/2017	Last edit: 01/28/2015		1099: N	TIN:		
	01-0000-0-5620.00-0000-8100-000-000-000									PO-170167	PHONE SYSTEM REPAIR		187.50			
										01/05/2017	01/05/2017					
										TOTAL VENDOR:			187.50 *	0.00	*	
1185	STEPHEN ROATCH ACCOUNTANCY COR									Last paid: 12/14/2016	Last edit: 02/19/2008		1099: N	TIN:		
	01-0000-0-5809.00-0000-7191-000-000-000									PO-170039	PROGRESS BILL #2 NICASIO		3,475.00-	3,475.00	N	N
										12/09/2016	12/14/2016	20147870				
										TOTAL VENDOR:			3,475.00-*	3,475.00	*	
1081	STUDY ISLAND									Last paid: 12/14/2016	Last edit: 10/07/2013		1099: N	TIN: 270767387		

FUND :01 GENERAL FUND

FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	Reference Entered	Description Paid	Warrant#	Encumbered	Payment	1099	UT

1081	STUDY ISLAND									CONTINUING						
	01-5830-0-4300.00-1110-1010-000-000-000									PO-170011	10374464	CUSTOMER # 198496	291.00-	291.00	N	N
										12/09/2016	12/14/2016	20147861				
													TOTAL VENDOR:	291.00-*	291.00	*
93	US BANK EQUIPMENT FINANCE									Last paid: 01/18/2017	Last edit: 12/16/2016		1099: N	TIN:		
	01-0000-0-5605.00-1110-1010-000-000-000									PO-170046	318885555		109.53-	109.53	N	N
										12/16/2016	12/20/2016	20148544				
	01-0000-0-5605.00-0000-2700-000-000-000									PO-170046	318885555		46.94-	46.94	N	N
										12/16/2016	12/20/2016	20148544				
	01-0000-0-5605.00-1110-1010-000-000-000									PO-170046	321220600		219.06-	219.06	N	N
										01/13/2017	01/18/2017	20150350				
	01-0000-0-5605.00-0000-2700-000-000-000									PO-170046	321220600		93.88-	93.88	N	N
										01/13/2017	01/18/2017	20150350				
													TOTAL VENDOR:	469.41-*	469.41	*
1354	WARE, DAMENA									Last paid: 02/01/2017	Last edit: 08/10/2016		1099: N	TIN:		
	01-1100-0-4300.00-1110-1010-000-345-000									PO-170162	REIMBURSEMENT		132.72			
										01/09/2017	01/09/2017					
													TOTAL VENDOR:	132.72 *	0.00	*
1004	WILLIAMS, COLIN									Last paid: 01/18/2017	Last edit: 06/05/2008		1099: N	TIN:		
	01-1100-0-4300.00-1110-1010-000-678-000									PO-170161	REIMBURSEMENT		80.24			
										12/16/2016	12/16/2016					
	01-1100-0-4300.00-1110-1010-000-678-000									PO-170161	REIMBURSEMENT		80.24-	80.24	N	N
										01/13/2017	01/18/2017	20150351				
													TOTAL VENDOR:	0.00 *	80.24	*
										FUND	01	TOTAL:	49,515.80-	57,082.51		
	FUND :14 DEFERRED MAINTENANCE FUND															
1367	BRUMBAUGH ENTERPRISES INC									Last paid: 12/02/2016	Last edit: 01/30/2015		1099: N	TIN:		
	14-0000-0-5632.00-0000-8100-000-000-000									PO-170155	19279		1,792.50-	1,792.60	N	N
										12/01/2016	12/02/2016	20146826				
													TOTAL VENDOR:	1,792.50-*	1,792.60	*

FUND :14 DEFERRED MAINTENANCE FUND

FD	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP	Reference Entered	Description Paid	Warrant#	Encumbered	Payment 1099 UT
<hr/>														
										FUND	14	TOTAL:	1,792.50-	1,792.60
										Report Total:			51,308.30-	58,875.11

1/26/2017

Nicasio School Water System

Engineering Report

Prepared by:
Julia Soria
Under the Direction of:
Jon Terry, P.E.
Acme Engineering Inc.

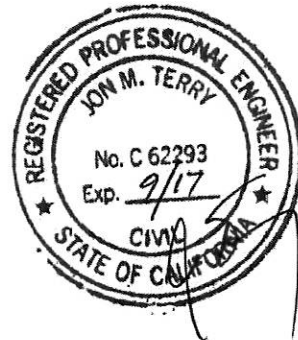


Table of Contents

Water System Information.....	2
Problem Description	3
Alternative Solutions	3
Selected Construction Project	4
Final Plans and Specifications.....	5
Proposed Schedule	8
Attachments.....	8

Water System Information

Nicasio School Water System is located at Nicasio School and the system number is 2100582. The water system resides on parcels APN: 121-050-013 and APN: 121-050-043, and is located at 5555 Nicasio Valley Road, Nicasio, CA. The transient-non-community water system is used solely for Nicasio School's students and staff.

The water system has one source, Well 001, which is considered groundwater under the direct influence of surface water (GWUDI). The well is located on the east bank of Nicasio Creek. This well was drilled in August 2001 and is 22 feet deep with a 10 foot annular seal. A pumping test of the well was conducted in September of 2001. From the results, the well was pumped at a constant rate of 1.5 gallons per minute (gpm) for 6 hours and within 5 minutes of turning the pump off the water level recovered to its initial level. The well is pumped when the tanks are low.

The existing water system stores treated water in two 10,000 gallon concrete storage tanks. According to the Small Water System Sanitary Survey completed on July 16, 2015, a 600 gallons per day (gpd) is a high estimate for the Maximum Daily Demand (MDD). Therefore, the storage exceeds the needs of the MDD.

Treatment for the existing water system is located before and after the water storage tanks. From the well, the water is currently treated with pre-hypochlorination and then filtered through a multimedia filter before it is stored in the two 10,000 gallon concrete storage tanks. From storage, water is pumped through two Harmsco filter vessels and into the school. Each Harmsco vessel holds seven cartridge filters. A schematic of the existing system is attached to this report.

This water system is under the jurisdiction of the State Water Resources Control Board from the Division of Drinking Water. The water system needs a new water supply permit. To receive a new water supply permit the water system needs improvements to the treatment system. The Problem Description section reviews the current issues with the existing water system. Many solutions have been considered to correct the problems listed in the Problem Description section of this report and they are summarized in the Alternative Solutions section of this report. After reviewing the feasibility of all solutions listed in the Alternative Solutions section of this report, the proposed selected course of action is summarized in the Selected Construction Project section of this report. The Final Plans and Specifications provides a detailed description of the changes to the existing

water system's treatment facility, monitoring operations and an estimated project budget. The schedule for the improvements are summarized in the Proposed Schedule section of this report.

Problem Description

The school's water system needs a new water supply permit, and it will be issued when the treatment plant is upgraded to meet the standards required by the State Water Resources Control Board. In July 16, 2015 the State Water Resources Control Board from the Division of Drinking Water conducted an inspection of the Nicasio School Water System. According to the State Water Resources Control Board, Nicasio School Water System needs to address the following to be in compliance with the California Health and Safety Code and the California Code of Regulations:

- The school's well is 22 feet deep and has been determined to be Groundwater under the Direct Influence of Surface Water (GWUDI) by Marin County Environmental Health in 2001. The school has not been successful in finding a different source that is not GWUDI. As such, the School is required to provide multibarrier treatment that includes disinfection and filtration in accordance with the Surface Water Treatment Rule. The filtration at the School does not meet the requirements of the Surface Water Treatment. The School must upgrade its treatment.
- As part of the Surface Water Treatment Rule, the School must provide filtration and disinfection monitoring whenever the treatment plant is in operation to determine compliance with the Surface Water Treatment Regulations. This would include monitoring turbidity and chlorine residual daily.
- The School has had some exceedances of the haloacetic acid Maximum Contaminant Levels (MCL). The haloacetic acid running annual average has not exceeded the MCL since the first quarter in 2014.
- The tank hatches are not locked and should be locked for security purposes.

Alternative Solutions

Locating and drilling a new water source was a potential solution for the problems listed in the Problem Description section of this report. But in 2008, the school submitted an

application for the State Revolving Fund (SRF) to either find a new groundwater source or to upgrade the treatment to meet the Surface Water Treatment Rule. In 2012 the school set out to find a new well that has a 50 foot seal and is an acceptable ground water source. As part of the SRF project, the school drilled test borings and attempted to construct a well, but the school was not able to find a productive well with a 50 foot seal. The resulting well is considered a GWUDI.

Consolidation with a neighboring water system is another solution for the issues listed in the Problem Description section of the report, but after communicating with the surrounding water system, consolidation is not an option.

The selected solution is to upgrade the treatment system to be in accordance with the Surface Water Treatment Rule, rearrange the system to allow to allow daily monitoring to be in accordance with the Surface Water Treatment Rule, and add locks to all hatches on water system tanks.

Selected Construction Project

To bring the water system to compliance with California Health and Safety Code and the California Code of Regulations, the selected course of action is as follows:

- Bring the water system treatment in compliance with the Surface Water Treatment Rule.
- Create a monitoring schedule/plan to be in compliance with the Surface Water Treatment Rule.
- To add locks to the tank hatches.

By upgrading the treatment for the water system to be in compliance with the Surface Water Treatment Rule, creating a monitoring schedule, and adding locks to tank hatches the water system will be in compliance with the State Water Resources Control Board. Also, the updated treatment system will be equipped to treat the water for contaminants that a well that is under direct influence of surface water could introduce.

There is an operational challenge with the new monitoring schedule. The operator will be required to take daily samples for turbidity when the plant is in operation. The school shall allocate staff to be in charge of taking daily samples within the distribution system and after the contact tank/treated water storage tank.

Final Plans and Specifications

To bring the water system's treatment plant in compliance with the Surface Water Treatment Rule and to solve the problems listed in Problem Description section of this report, the treatment system shall be updated upon completion of the following:

- Replace the Harmsco housing with a NSF approved housing.
- Use California State Approved Harmsco 1HC/40LT2 Filter Cartridges as an approved alternative filtration technology.
- Incorporate an existing 5,000 gallon water tank to the water system for treated water storage.
- Reconfigure the treatment system to where any treatment application will only be in operations one day per week.
- To create an operations plan that will allow the operators to be there one day per week, while maintaining compliance with the Surface Water Treatment Rule monitoring regulations.

The Surface Water Treatment Rule requires the system to have a multi-barrier treatment. These regulations provide protection from disease-causing pathogens, such as *Giardia lamblia*, viruses, and *Cryptosporidium*. The treatment objectives of the Surface Water Treatment Rule is to achieve at least 99.9% (3-log) removal and/or inactivation of *Giardia lamblia* cysts, at least 99.99% (4-log) removal and/or inactivation of viruses, and at least 99% (2-log) removal of *Cryptosporidium*. There are many methods to achieve these objectives, such as chlorination and filtration. Chlorination is a method of inactivation to modify the organism so that it no longer is pathogenic. Filtration is a method of removal which physically removes the organism from the water. Utilizing both of these methods in the water treatment system could fulfill the requirement of the Surface Water Treatment Rule creating a multi-barrier treatment.

Currently the water system treatment has a multi-barrier treatment, but is not in accordance with the Surface Water Treatment Rule. Due to the fact that the alternative filtration is not housed within a NSF approved item and the system is not set up to be monitored daily. The system currently has chlorination (for inactivation of viruses and *Giardia lamblia* cysts) and an alternative technologies filter system (for physical removal of *Cryptosporidium*).

The current alternative technology being used in the system is housed within (2) Harmsco HIF Up-Flow Cartridge Housings, but the filter housings are not a California NSF approved item. The filter housings shall be replaced with (2) Harmsco Muni MP Housings, which is a NSF approved item. Each housing shall carry seven 1-HC/40LT2 Filter Cartridges. These cartridge filters meet the physical removal requirements of the California Surface Water Treatment Rule. The filter cartridges are capable of removing at least 99% (2-log) of *Cryptosporidium*. These Harmsco Filters Cartridges are a State Water Resources Control Board approved alternative filtration technology that meet the physical removal requirements of the California Surface Water Treatment Rule (SWTR), a copy of the state letter of approval is located in the attachments section of this report.

Another update to the system shall be to reuse the two 10,000 gallon storage tanks for a different purpose. Currently, the two 10,000 gallon water storage tanks are being used to store treated water. The water system has a MDD of 600 gallons per day, and it is extremely difficult to maintain the ideal chlorine residual with in these tanks with such little water use. The two 10,000 gallon water tanks shall be utilized for primary storage instead of treated water storage. The treated water shall be stored within one 5,000 gallon poly storage tank.

The resulting proposed water systems well water shall be pumped directly into the two 10,000 gallon water storage tanks. From the primary storage, water will be pressurized with a transfer pump and injected with sodium hypochlorite before flowing into a contact tank. The contact tank shall be used to achieve the appropriate contact time for the chlorine to achieve 99.99% (log-4) virus removal. From the contact tank, water will flow through a multimedia filter (PM6-MM-2.5). From the multimedia filter, water will flow through two Harmsco Muni MP Housing, with 1-HC/40LT2 filter cartridges and into the 5,000 gallon treated water storage tank. From treated storage, water will be pumped to the distribution system at the school. A detailed schematic is included in the appendix.

The Surface Water Treatment Rule requires systems serving populations less than 500 people to monitor turbidity levels once per day. Monitoring of the combined effluent from all filters is required for every regulated filtered system. For the alternative technology, cartridge filtration (Harmsco cartridge filter), the turbidity level of representative samples of combined effluent from all filters must be less than or equal to 1 Nephelometric Turbidity Unit (NTU) in at least 95% of the measurements taken each month. The

maximum level of turbidity of the combined effluent from all filters must not exceed 5 NTU.

The Surface Water Treatment Rule requires disinfectant levels (chlorine residuals) to be measured daily at both the entry point to the distribution system and within the distribution system. The disinfectant residual concentration at the point of entry cannot be less than 0.2 mg/L (measured as free chlorine residual). The concentration and contact time must be adequate to achieve the necessary logs of inactivation. If the residual concentration falls below 0.2 mg/L, the water system operator must take a grab sample every 4 hours until the residual concentration is equal or greater than 0.2 mg/L.

To be in compliance with the Surface Water Treatment Rule the monitoring schedule shall be adjusted to take daily grab samples (in lieu of continuous monitoring) for turbidity and chlorine residual. Continuous monitoring would result in water loss, school daily grab samples is the best choice for this application. A school employee shall take daily grab samples for chlorine residuals at all the required sample locations that are located after the 5,000 gallon treated water tank (after the treatment plant). The water system operators shall take grab samples for chlorine residual and turbidity within the water treatment plant when the treatment plant is in operation, which shall occur one day per week. The treatment plant shall be operated one day per week because the school shall use the treated water stored in the 5,000 gallon poly tank when the plant is not in operation. It is more feasible for the school to have an operator on site one day per week in lieu of everyday of the week. The 5,000 gallon tank will have an adequate supply of treated water for the schools water usage. The school's MDD is approximately 600 gallons per day, with a 5,000 gallon treated water storage tank, the water capacity within the tank is estimated to last for a minimum of 8 days without having to operate the treatment plant. If the school requires more water available than the 5,000 gallons per week, an operator can run the treatment plant twice a week to keep up with the demand. Monthly Surface Water Treatment Rule reports must be submitted to the State Water Resources Control Board from the Division of Drinking Water. Daily data log sheets and weekly contact time (CT) calculations must be kept on file for at least 5 years and results of turbidity monitoring must be kept for at least 3 years.

The treatment plant shall be installed within a locked storage shed and all storage tanks shall have locked hatches for security reasons and/or to protect the longevity of the components within.

All piping, fittings, filters, pumps, and water tanks shall be installed in accordance with manufacturer's recommendations and shall conform to all applicable AWWA standards. All items that is in contact with the water shall be NSF certified.

According to the operator, the total cost of the updated treatment system shall be approximately be \$21,375.00 for all parts and labor. A copy of the cost estimate from the operator is located in the appendix. The total cost is estimated to be \$1,500.00 for the contact tank. The approximate cost of the storage shed with installation is \$2,500.00. The engineering and documentation for this project are estimated to be \$4,500.00, and a copy of the project budget sheet is located in the appendix. Therefore the total cost of this project is projected to be \$32,900.00. A 10% contingency item has been added to the total to accommodate any necessary modifications during construction.

Proposed Schedule

The project evaluation, hydrological/geotechnical investigation and site surveying, consolidation study, water right study, drilling test wells, water treatment pilot study, and TMF assessment have already been completed.

The majority of the schedule is the Engineering Report (current report), plan and specifications, and construction/installation of the treatment updates. Project schedule for planning is located in the Attachments section of this report.

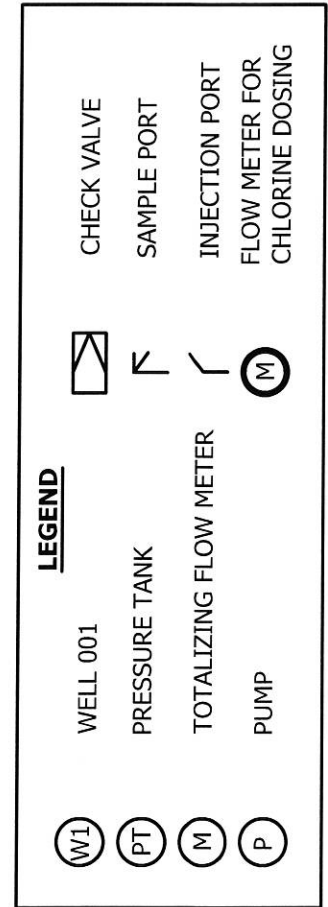
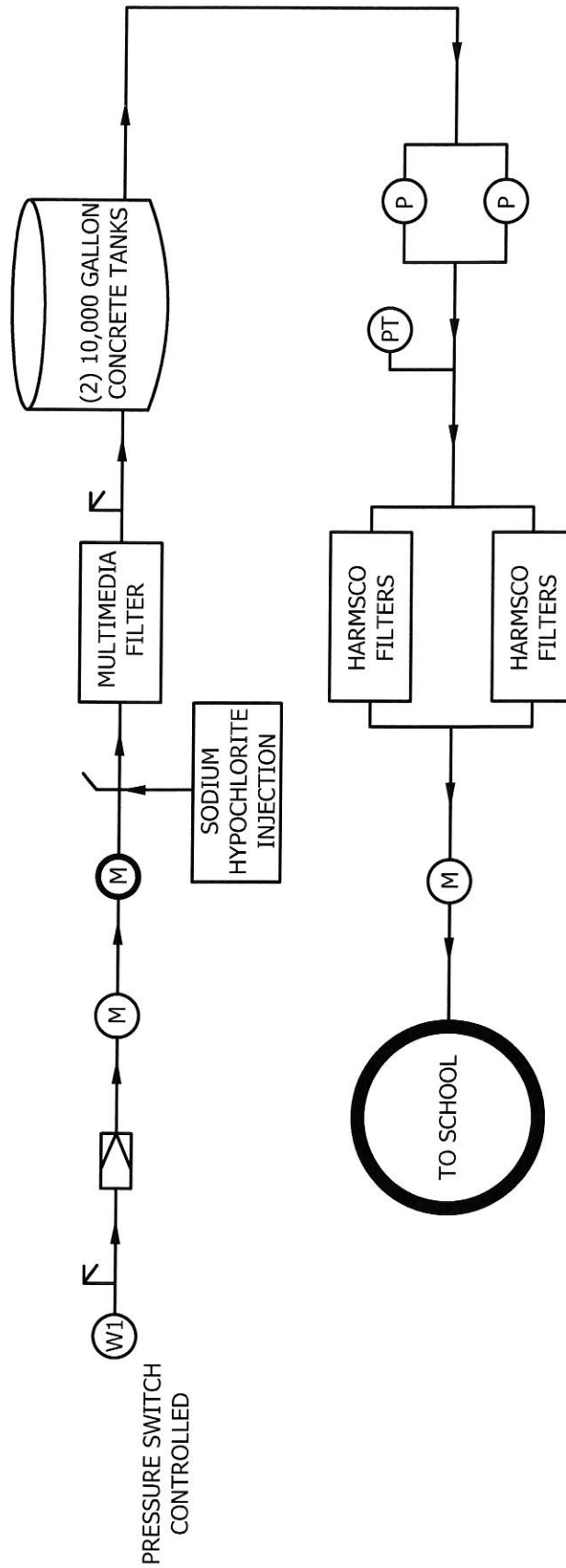
The construction/installation for the updates of the treatment plant and shed could take up to 4 weeks with scheduling and coordination.

Attachments

- ☐ Schematic/map of system's existing facilities
- ☐ Documents justifying the ranked problem
- ☐ Schematic/map of system's proposed facilities
- ☐ Detailed cost estimate
- ☐ Proposed project schedule
- ☐ Environmental Package
- ☐ Product information

EXISTING WATER SYSTEM SCHEMATIC

NICASIO SCHOOL





EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

Division of Drinking Water

October 27, 2015

System No. 2100582

Mikki McIntyre
Nicasio School
P.O. BOX 711
Nicasio, CA 94946

JULY 16, 2015 INSPECTION OF NICASIO SCHOOL WATER SYSTEM

This letter is to inform you of the findings of the July 16, 2015 inspection of the Nicasio School water system (System) conducted by the State Water Resources Control Board, Division of Drinking Water (Division). The purpose of the inspection is to protect public health by documenting the current state of the water system, analyzing any sanitary hazards, and recommending water system improvements. The system is classified as a nontransient-noncommunity water system. Below are items that need to be addressed for the System to be in compliance with the California Health and Safety Code and the California Code of Regulations.

1. The School's well is only 22 feet deep and was been determined to be Groundwater under the Direct Influence of Surface Water (GWUDI) by Marin County Environmental Health in 2001. The School has not been successful in finding another source that is not GWUDI. As such the School is required to provide multibarrier treatment that includes disinfection and filtration in accordance with the Surface Water Treatment Rule. The filtration at the School does not meet the requirements of the Surface Water Treatment Rule. The School must upgrade its treatment.
2. As part of the Surface Water Treatment Rule the School must provide filtration and disinfection monitoring whenever the treatment plant is in operation to determine compliance with the Surface Water Treatment Regulations. This would include monitoring turbidity and chlorine residual daily.
3. The School has had some exceedances of the Haloacetic acid Maximum Contaminant Level (MCL). The Haloacetic Acid running annual average has not exceeded the MCL since the first quarter in 2014.
4. The tank hatches are not locked and should be locked for security purposes.

FELICIA MARCUS, CHAIR | THOMAS HOWARD, EXECUTIVE DIRECTOR

50 D Street, Suite 200, Santa Rosa, CA 95404 | www.waterboards.ca.gov

Mikki McIntyre

- 2 -

October 27, 2015

Please respond in writing by November 30, 2015, indicating receipt of the report and your willingness to comply with the items in this letter.

If you have any questions regarding this letter, please contact Marianne Watada at (707) 576-2076.

Sincerely,



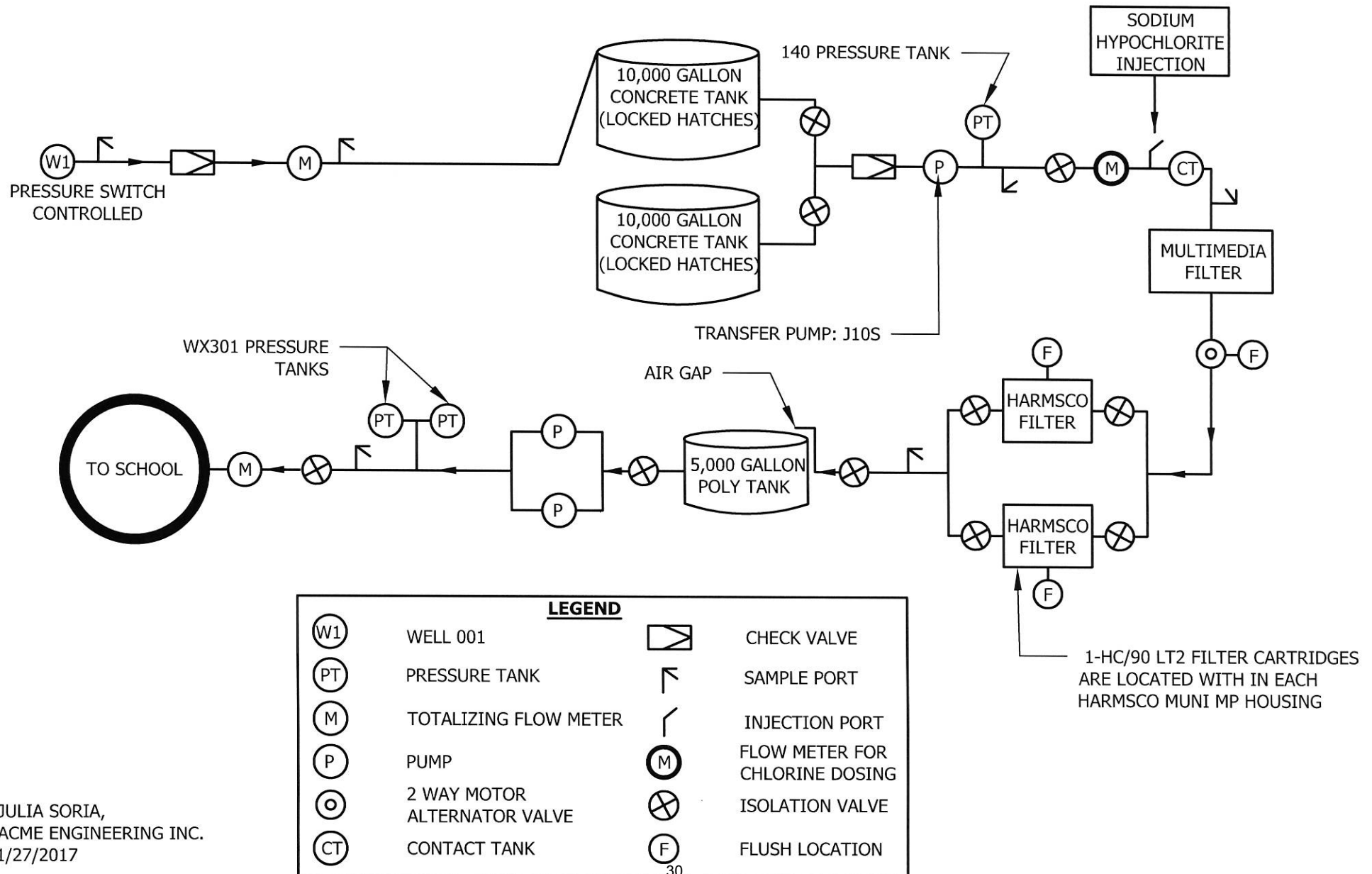
Janice M. Thomas, P.E., Senior Sanitary Engineer
Division of Drinking Water
STATE WATER RESOURCES CONTROL BOARD

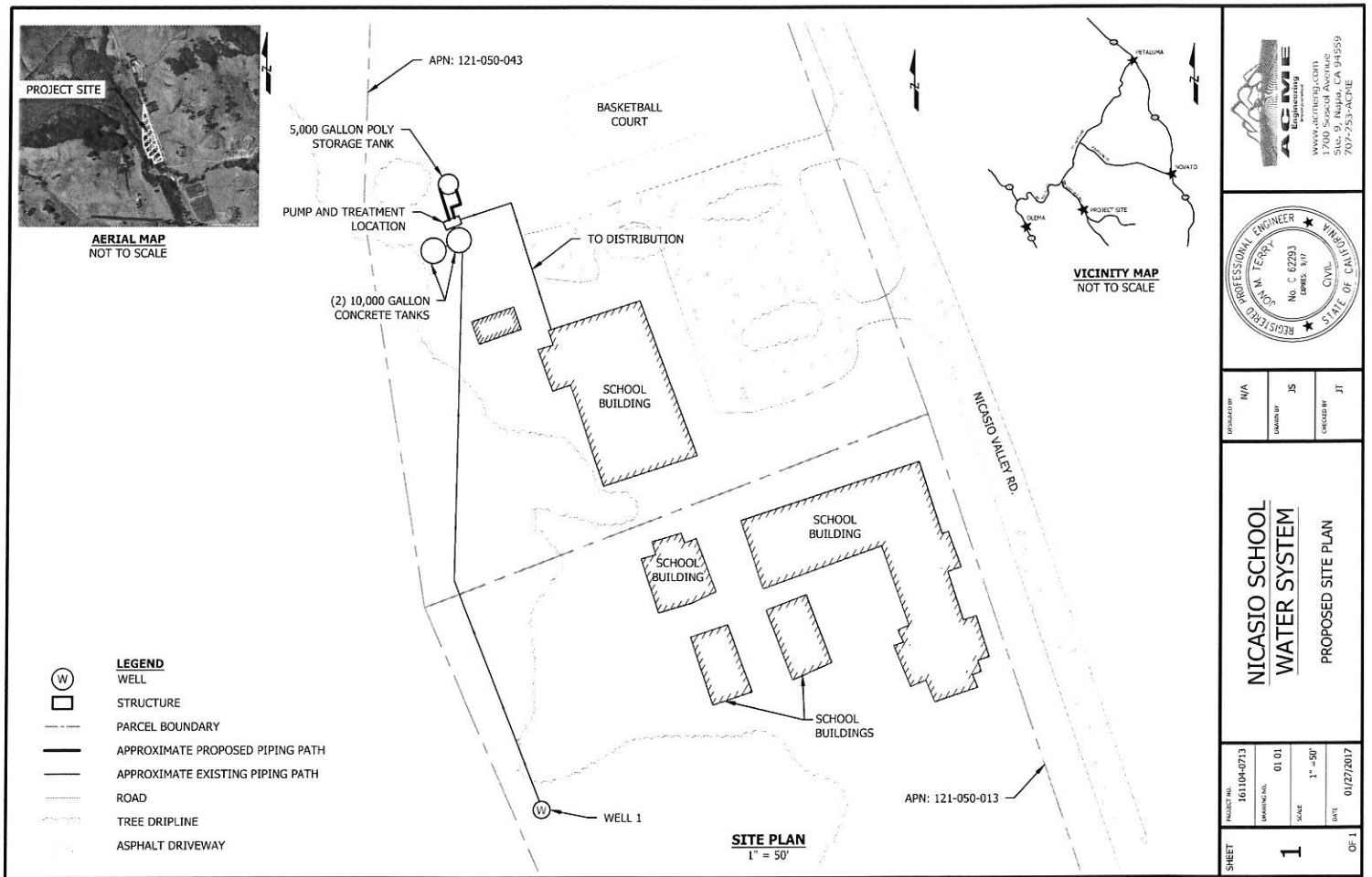
Enclosure: Small Water System Sanitary Survey report

cc: Christy Stocker, Nicasio School
Holly McArthur, Nicasio School
Gary Mickelson, Jerry and Don's

PROPOSED WATER SYSTEM SCHEMATIC

NICASIO SCHOOL





PROJECT BUDGET SHEET

Nicasio School Water System

Project No 2100582

Task No.	Scope of the Project	Cost (\$)
1	Project Evaluation & Pre-design Engineering	n/a
2	Hydrogeological/Geotechnical Investigation & Site Surveying	n/a
3	Consolidation Study	n/a
4	Water Rate Study	n/a
5	Engineering Report	\$2,500.00
6	Drilling of Test Well(s)	n/a
7	Water Treatment Pilot Study	n/a
8	CEQA/NEPA	\$500.00
9	TMF Assessment	n/a
10	Plans and Specifications	\$1,500.00
11	Miscellaneous Items to Proceed to Construction	n/a
	Total	\$4,500.00

Cost Summary

The total cost from the "Project Budget Sheet" (above) is estimated to be \$4,500.00

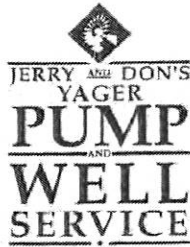
The total cost for the treatment update is estimated to be \$ 21,375.00.

The total cost for the contact tank is estimated to be \$1,500.00

The total cost for the shed with installation is estimated to be \$ 2,500.00

Therefore the total estimated cost for the project shall be \$32,900.00

*note a 10% addition has been included within the total for contingency purposes.



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California Contractor's License: C-36, C-37 424778

QUOTE #4107

VIA EMAIL ONLY: hollymcarthur@yahoo.com

January 6, 2016

Nicasio School
PO Box 711
Nicasio CA 94946

RE: Recommendation for 5555 Nicasio Valley Rd – Nicasio CA 94946

Dear Holly,

Enclosed, please find a recommendation for the address listed above. If this meets with your approval, please return one signed copy of the Home Improvement Contract and keep one for your records. I will then contact you about scheduling the work.

We will not be able to schedule the work until you have authorized us to do so by signing the Home Improvement Contract, so please return it to us as soon as possible. Upon receipt of the signed contract and deposit, we will then sign the contract and mail you a fully executed copy for your records.

If you have any questions regarding the recommendation, please call.

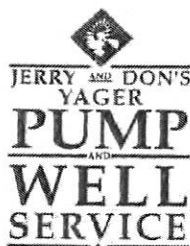
Sincerely,

Gary Mickelson
Jerry and Don's Yager Pump & Well Service
A Diamond Certified Company



**Please include a 10% deposit with your contract.
Note that all quotes are valid for 90 days from proposal date.*

ALL MAIL TO: P.O. BOX 2689, PETALUMA, CA 94953-2689
1290 BODEGA AVENUE, PETALUMA, CA 94952
Telephone (707)762-1473 • Facsimile (707)769-9102



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QUOTE #4107

Home Improvement/Drilling Contract

(Complies with Section 7159 of California Business and Professions Code, and Civil Code Section 30971(1) as amended)

This agreement, dated **January 6, 2016** is between: Jerry and Don's Yager Pump & Well Service and Nicasio School

Job Location: 5555 Nicasio Valley Rd – Nicasio CA 94946

Mailing/Billing Address: PO Box 711- Nicasio CA 94946

Description of materials to be used, equipment to be installed and description of work:

Materials and labor to remove the old Harmsco Filters and the old media filter. Install a new multimedia filter on the fill line to the cement storage tanks. Install a new transfer pump on the suction lines from the two cement tanks. Install new NSF stainless steel filter housings with LT2 filters on the fill line to the poly storage tank. Relocate the two existing booster pumps to the discharge of the 5,000 gallon poly tank.

Notes: A new shed will be required for this job. This is to be provided by the school. All parts and labor are guaranteed for one year from the date of installation. See attached Itemized **Quote #4107**

Approximate Start Date: _____ Approximate Completion Date _____

Contract Price: \$21,371.03

Down Payment: \$1,000.00

The down payment may not exceed \$1,000 or 10% of the Contract Price, whichever is less.

Finance Charge: A finance charge of 1.5% will be applied to any amount 30 days delinquent.

Owner acknowledges receipt of a fully completed copy of this agreement and all documents listed above

☐ **ARBITRATION** Owner: Initial this box if you agree to arbitration. Review the "Arbitration of Disputes" section.

I agree to arbitration. X _____ I agree to Arbitration, X _____

In the event that contractor and owner have not each initialed the arbitration provision above, then it shall be conclusively agreed without a subsequent written agreement by all parties that neither party agrees to arbitrate and the arbitration of disputes provision shall not be deemed to be a part of this agreement. We have read and understand the foregoing and agree to submit disputes arising out of the matter included in the "Arbitration of Disputes" provision to neutral arbitration.

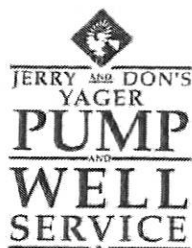
You (the owner) have the right to require the Contractor to have a performance and payment bond; however, the Contractor can charge you for the costs of procuring a bond. You are entitled to a completely filled in copy of the agreement, signed by both you and the contractor, before any work may be started.

X _____
(Owner Sign Here) (Date)

Firm Name: Jerry and Don's Yager Pump & Well Service

X _____
(Contractor Sign Here) (Date)

ALL MAIL TO: P.O. BOX 2689, PETALUMA, CA 94953-2689
1290 BODEGA AVENUE, PETALUMA, CA 94952
Telephone (707)762-1473 · Facsimile (707)769-9102



QUOTE #4107

1. Owners Obligations. The Owner is responsible to supply water, gas, sewer and electrical utilities unless otherwise agreed to in writing. Electricity and water to the site is necessary. Owner agrees to allow and provide Contractor and his equipment access to the property. The Owner is responsible for having sufficient funds to comply with this agreement. This is a cash transaction unless otherwise specified. The Owner is responsible to remove or protect any personal property and Contractor is not responsible for same or for any carpets, drapes, furniture, driveways, lawns shrubs, etc. The Owner shall point out and warrant the property lines to Contractor and shall hold Contractor harmless for any disputes or errors in the property line or setback locations.

2. Delays. Contractor agrees to start and diligently pursue work through to completion but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into control or escrow, acts of god, stormy or inclement weather, strikes, lockouts, boycotts or other labor union activities, extra work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of Government priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized Governmental bodies, or for acts of independent Contractors, or other causes beyond Contractor's reasonable control.

3. Plans and Specifications. If plans and specifications are prepared for this job, they shall be attached to and become a part of the Agreement. Contractor will obtain and pay for all required building permits but Owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, other utilities, water hook-up charges and the like.

4. Subcontracts. The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.

5. Completion and Occupancy. Owner agrees to sign and record a notice of completion within five days after the project is complete and ready for occupancy. If the project passes final inspection by the public body but Owner fails to record Notice of Completion, then Owner hereby appoints Contractor as Owner's agent to sign and record a Notice of Completion on behalf of Owner.

6. Insurance and Deposits. If the project is destroyed or damaged by accident, disaster or calamity, such as a fire, storm, earthquake, flood, landslide, or by theft or vandalism, any work done by the Contractor in rebuilding or restoring the project shall be paid by the Owner as extra work. Contractor shall carry worker's Compensation Insurance for the protection of Contractor's employees during the progress of the work. Owner shall obtain and pay for insurance against injury to his own employees and persons under Owner's discretion and person on the job site at Owner's invitation. Do you require proof of insurance from us? Yes or No (circle one) Do you require to be named as an additional insured? Yes or No (circle one). If yes, please provide full name and address of additional insured.

7. Right to Stop Work. Contractor shall have the right to stop work if any payment shall not be made when due to Contractor under this Agreement; Contractor may keep the job idle until all payments due are received. Such failure to make payment when due, is a material breach of this agreement.

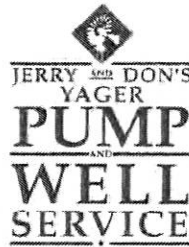
8. Clean Up. Contractor will remove from Owner's property debris and surplus materials created by his operation and leave it in a neat and broom clean condition with the exception of well drilling- spoils stay onsite.

9. Limitations. No action of any character arising from or related to this contract, or the performance thereof, shall be commenced by either party against the other more than two years after completion or cessation of work under this contract.

10. Validity and Damages. In case one or more of the provisions of this Agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provision and any other applications shall not in any way be impaired thereby. Any damages for which Contractor may be liable to Owner shall not in any event, exceed the cash price of this contract.

11. Standards of Materials and Workmanship. Contractor shall use and install "standard grade" or "builders grade" materials on the project unless otherwise stated in the Scope of Work, the plans and or specification provided to Contractor prior to the execution of this Agreement. Unless expressly stated in the Scope of Work Contractor shall have no liability or responsibility to restore or repair the whole or any part of the premises affected by the work of Contractor to be performed herein or by any subsequently agreed-upon change order, including as an illustration and not as a limitation, any landscaping, sprinkler system, flooring and carpet, wall coverings, paint, tile or decorator items.

12. Interest: Overdue payments will bear interest at the rate of 1.5% per month (18% per annum).



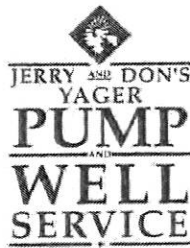
QUOTE #4107

13. Extra Work and Change Order Work: Owner may, without affecting the validity for this Contract, order changes, modifications, deletions and extra work by issuing written change orders from time to time during the progress of the project. Contractor shall make no change in the work without the issuance of a written change order, and Contractor shall not be entitled to compensation for any extra work performed unless Owner has issued a written change order designating the work to be performed. If owner orders work added or deleted, the Contract price will be increased or reduced by a fair and reasonable valuation; but if the parties are unable to agree on the amount, Contractor will perform the work as modified and the amount to be charged or credited will be Contractor's actual cost of labor, material equipment and Subcontracts plus a Contractor's fee of 15%. As the extra work progresses, payments for extra work will be made concurrently with payments made under the Contract. Each change order form for changes or extra work will be incorporated into, and become part of this contract. The change order shall also increase the time for completion of the work by a reasonable amount.

14. Drilling. Owner hereby gives Operator, his employees, and equipment free ingress and egress upon Owner's lands, for the purpose of drilling said well or wells. Owner also agrees that any damage to the fixed property of Owner because of ingress or egress over ground designated by Owner, or any underground damage to property of Owner because of the pursuance of the contract and incidental and necessary to the completion thereof at the site designated by Owner, shall not be the liability of Contractor. It is agreed between Owner and Operator that Operator does not guarantee the capacity of said well nor quality of water, if any, either now or in the future. There are no assurances that a useable water supply will be found. Owner agrees to pay Operator for the drilling of said well and casing placed in said well immediately on completion of said well. It is also agreed that any reasonable cost, including attorney's fees, incurred to collect on this contract plus accumulated service charges of 1.5% per month on the unpaid balance (Annual Percentage Rate 18%) from due date be paid by Owner.

ARBITRATION OF DISPUTES Arbitration of disputes: Any controversy or claim arising out of or related to this contract, or breach thereof, shall be settled by binding arbitration in accordance with the construction industry arbitration rules of the American arbitration association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims within the monetary limit of the small claims court shall be litigated in such court at the request of either party, so long as both parties limit their right to recovery to the jurisdiction of the small claims court. Any claim filed in small claims court shall not be deemed to be a waiver of the right to arbitrate, and if a counter claim in excess of the jurisdiction of the small claims court is filed in the municipal or superior court, then the party filing in small claims court may demand arbitration pursuant to this paragraph. Notice by initialing in the space below you are agreeing to have any dispute arising out of the matters included in the "arbitration of disputes" provision decided by neutral arbitration as provided by California law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below you are giving up judicial rights to discovery and appeal, unless those rights are specifically included in the "Arbitration of Disputes" provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the business and professions code or other applicable laws. Your agreement to this arbitration provision is voluntary.

SCHEDULE OF PROGRESS PAYMENTS: The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. It is against the law for a contractor to collect payment for work not yet complete, or for materials not yet delivered. However, a contractor may require a down payment. Contractor will furnish to owner a full and unconditional release of any claim of mechanic's lien under California Civil code 3262 and be signed by all subcontractors, material supplier, and others that have performed work on or furnished equipment or materials to the project. No further payment need to be made to Contractor until Contractor has furnished releases that comply with these requirements.



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California Contractor's License: C-36, C-57 424778

QUOTE #4107

ITEMIZED QUOTE

Date: January 6, 2016
Name: Nicasio School c/o Holly McArthur
Phone: 415-259-9481
Job Location: 5555 Nicasio Valley Rd

Materials:

- 2 Harmsco Stainless Steel Filter Housings
- 3 1 1/4" 80 E Check Valves
- 2 HC/90LT2 Filter Cartridge
- 8 1 1/4" Brass Ball Valves
- 4 1" Brass Ball Valves
- 1 2" Brass Ball Valves
- 1 1" Solenoid Valve N/C
- 1 24 Hour Time Clock
- 1 3-Way Mav Valve
- 3 WS1 1" CPVC Nipple Kits
- 1 Multimedia Filter with a Flow Meter Controlled Backwash PM6-MM-2.5
- 1 Transfer Pump J10S
- 1 Float Switch Weight
- 1 Float Switch Up
- 1 Float Switch Down
- 1 Misc. Electrical
- 1 Misc. Plumbing

Labor Description:

Materials and labor to remove the old Harmsco Filters and the old media filter. Install a new multimedia filter on the fill line to the cement storage tanks. Install a new transfer pump on the suction lines from the two cement tanks. Install new NSF stainless steel filter housings with LT2 filters on the fill line to the poly storage tank. Relocate the two existing booster pumps to the discharge of the 5,000 gallon poly tank.

Notes:

A new shed will be required for this job. This is to be provided by the school. All parts and labor are guaranteed for one year from the date of installation.

Total: \$21,371.03

ALL MAIL TO: P.O. BOX 2689, PETALUMA, CA 94953-2689
1290 BODEGA AVENUE, PETALUMA, CA 94952
Telephone (707)762-1473 · Facsimile (707)769-9102

PROJECT SCHEDULE FOR PLANNING

Nicasio School Water System

Project No. 2100582

EXPECTED DATES OF COMPLETION

NOTE: The timeframes should be expressed in months from the ANTICIPATED date of execution of a funding agreement, rather than specific dates. The proposed project schedule should incorporate the items listed in the provided scope of the project.

Task No.	Item Description	Expected Time of Completion from the Date of Execution of a Funding Agreement
1	Project Evaluation	Complete
2	Hydrological/Geotechnical Investigation & Site Surveying	n/a
3	Consolidation Study	Complete
4	Water Rate Study	n/a
5	Drilling of Test Well(s)	Complete
6	Water Treatment Pilot Study	n/a
7	Engineering Report	Complete
8	CEQA (Environmental Documentation)	Complete
9	TMF Assessment	n/a
10	Plans and Specifications	1 week
11	Miscellaneous Items to Proceed to Construction	One month

ENVIRONMENTAL PACKAGE (CONSTRUCTION)

Applicant (Entity) Name: Nicasio School District	
Project Title: Nicasio School Water System (2100582)	Project Number:
Contact Person: Holly McArthur	Phone: () 259-9481
Is the applicant or any other public agency acting as lead agency for the preparation of environmental documents pursuant to the California Environmental Quality Act (CEQA) for this project? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
If yes , please indicate the lead agency*: <u>Nicasio School District</u>	
* If the CEQA lead agency has not been identified, please contact the Environmental Review Unit for guidance.	

I. CEQA STATUS

Please check the box that describes the project in this application.

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> The CEQA process has not yet started for this project OR is underway. | <input type="checkbox"/> The CEQA process is complete for this project. (complete Section II - CEQA Documents below) | <input type="checkbox"/> The CEQA process was completed for this project more than 5 years from the date the Environmental Package was submitted. ** (complete Section II - CEQA Documents below) |
|---|---|--|

**** If the CEQA document was prepared more than five years from the date the Environmental Package was submitted, please provide an updated CEQA document (subsequent, supplemental or addendum) that evaluates the current environmental status of the project.**

II. CEQA DOCUMENTS (Complete this section only if the CEQA process has been completed for this project)

Identify the State Clearinghouse Number assigned to the CEQA document (all projects must be circulated for public review at the Office of Planning and Research, State Clearinghouse): **SCH#** _____

Please check all box(es) that describe this application and submit the required attachments for the applicable column.

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Project is covered under a CEQA Categorical or Statutory Exemption (complete Column A below and Section III) | <input type="checkbox"/> Project is covered under a Negative Declaration (complete Column B below and Section IV) | <input type="checkbox"/> Project is covered under a Mitigated Negative Declaration (complete Column C below and Section IV) | <input type="checkbox"/> Project is covered under an Environmental Impact Report (complete Column D below and Section IV) |
|--|--|--|--|

Required Attachments	Column A	Column B	Column C	Column D
Section IV - EVALUATION FORM FOR FEDERAL ENVIRONMENTAL COORDINATION AND SUPPORTING ATTACHMENTS 1.1 - 1.13				
E1 - FINAL INITIAL STUDY/NEGATIVE DECLARATION (IS/ND)				
E2 - FINAL INITIAL STUDY/MITIGATED NEGATIVE DECLARATION (IS/MND)				
E3 - FINAL ENVIRONMENTAL IMPACT REPORT (EIR)				
E4 - COMMENTS AND RESPONSES				
E5 - STATEMENT OF OVERRIDING CONSIDERATION (If Applicable)				
E6 - MITIGATION MONITORING AND REPORTING PLAN/PROGRAM (MMRP)				
E7 - RESOLUTION/MINUTES APPROVING THE CEQA DOCUMENT(S)				
E8 - NOTICE OF EXEMPTION				
E9 - NOTICE OF DETERMINATION AND DEPARTMENT OF FISH AND WILDLIFE CEQA FILING FEE RECEIPT				

III. CEQA Exemption Information (Only complete if a Notice of Exemption has been filed with the Office of Planning and Research, State Clearinghouse and the County Clerk's office.)

REASONS WHY THE PROJECT IS CONSIDERED EXEMPT FROM CEQA

PROJECT DESCRIPTION:

Check appropriate box(es)

CATAGORICAL EXEMPTIONS (CCR Title 14, Sections 15300 et seq. and CCR, Title 22, Section 60101, Specific activities within categorical exemptions)

Class 1: Existing Facilities

- ☐ Addition, deletion, or modification of mechanical, electrical or hydraulic controls
- ☐ Monitoring, surveillance, security, remote sensing and supervisory control and data acquisition (SCADA)
- ☐ Maintenance, repair, replacement, or reconstruction to any water treatment process units, including: structures, filters, pumps, or chlorinators
- ☐ Additions to existing building structures and treatment plants provided the addition is within the existing confines of the property and will not result in an increase of more than 50% of the floor area of the structures before the addition or 2,500 square feet (whichever is less), or 10,000 square feet

Class 2: Replacement or Reconstruction

- ☐ Repair or replacement of water service connections, meters, valves for backflow prevention, air release pressure, regulating, shut-off, blow-off, or flushing
- ☐ Replacement or reconstruction of:
 - ☐ Existing water supply distribution lines **of substantially the same size.** Describe any size increase or location change:
 - ☐ Storage tanks and reservoirs **of substantially the same size.** Describe any size increase or location change:

- ☐ Water wells **of substantially the same capacity**. The well to be replaced must be properly destroyed or otherwise secured to prevent tampering, entry of foreign material or vertical migration of any contaminants. Describe any capacity increase or location change:

- ☐ Pump stations and related appurtenances **of substantially the same capacity**. Describe any capacity increase or location change:

Class 3: New Construction or Conversion of Small Structures

- ☐ Construction of water supply and distribution lines of less than sixteen inches in diameter and no greater than 1-mile in length, and related appurtenances
- ☐ Construction of any water storage tanks and reservoirs of no greater than 100,000-gallon capacity
- ☐ Construction, operation or permitting of new water wells for existing water systems which do not exceed 125 gallons per minute (provided that the well is not located in areas with any of the following: hard-rock formations, critically depleted groundwater basins, groundwater basins subject to seawater intrusion, groundwater under the direct influence of streams or lakes, polluted or contaminated aquifers)
- ☐ Construction of perimeter fencing around treatment plants and other buildings to deter unauthorized access if disturbed area does not exceed one acre
- ☐ Installation, operation or permitting of hypochlorination units to inactivate bacterial contamination
- ☐ Installation of water meters

STATUTORY EXEMPTIONS (CCR, Title 14, CEQA Guidelines)

- ☐ Section 15269 (a) statutory exemption for declared emergencies
- ☐ Section 15269 (b) statutory exemption for emergency repairs
- ☐ Section 15269 (c) statutory exemption for emergency prevention
- ☐ Section 15282 (k) statutory exemption for right-of-way pipelines less than 1-mile
- ☐ Section 15282 (m) statutory exemption for water fluoridation facilities
- ☐ Other (list specific code reference):

UNUSUAL CIRCUMSTANCES

Evaluate the following elements to determine if there are any unusual circumstances. For any "Yes" answers, discuss the possibility of significant environmental impacts resulting from the unusual circumstance. Consider all facilities; conveyance lines; storage, points of diversion; staging areas; and affected service area as applicable. Use attachments if necessary.

Yes	No
-----	----

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | In or adjacent to an area of undisturbed, unique, or high-quality habitat |
| <input type="checkbox"/> | <input type="checkbox"/> | On or adjacent to wildlife migration routes |
| <input type="checkbox"/> | <input type="checkbox"/> | In an area of unique recreational facilities or resources |
| <input type="checkbox"/> | <input type="checkbox"/> | On or adjacent to a unique stream or water body |
| <input type="checkbox"/> | <input type="checkbox"/> | Involves removal of mature, scenic trees |
| <input type="checkbox"/> | <input type="checkbox"/> | Involves grading in a waterway or wetland |
| <input type="checkbox"/> | <input type="checkbox"/> | Involves a substantial alteration of ground contours |
| <input type="checkbox"/> | <input type="checkbox"/> | Involves new or increased use of a critically depleted groundwater basin or groundwater basin subject to salinity intrusion |
| <input type="checkbox"/> | <input type="checkbox"/> | In an area with important mineral resources |
| <input type="checkbox"/> | <input type="checkbox"/> | Involves production of significant amounts of solid wastes or litter |
| <input type="checkbox"/> | <input type="checkbox"/> | Involves substantial new or increased emission of dust, ash, smoke, fumes, odors, or other pollutants |
| <input type="checkbox"/> | <input type="checkbox"/> | Involves substantial change in noise or vibration levels in vicinity (beyond the property line) |
| <input type="checkbox"/> | <input type="checkbox"/> | In an area of sensitive noise receptors |
| <input type="checkbox"/> | <input type="checkbox"/> | On slopes of 10 percent or more or on highly erodable soil |
| <input type="checkbox"/> | <input type="checkbox"/> | In an officially mapped area of severe geologic hazard |
| <input type="checkbox"/> | <input type="checkbox"/> | Involves <u>new or increased use or disposal of hazardous materials, flammables, or explosives</u> |
| <input type="checkbox"/> | <input type="checkbox"/> | Involves substantial change in demand for municipal services |
| <input type="checkbox"/> | <input type="checkbox"/> | Involves traffic impacts in an area with traffic problems |
| <input type="checkbox"/> | <input type="checkbox"/> | Involves substantial increase in fuel consumption (electricity, oil, natural gas, etc.) |
| <input type="checkbox"/> | <input type="checkbox"/> | Contribute to cumulative impacts associated with successive projects of the same type at or around the project site |
| <input type="checkbox"/> | <input type="checkbox"/> | On a Hazardous Waste and Substances Sites List (Cortese List: Section 65962.5(a)) |

Discussion:

IV. Evaluation Form For Federal Environmental Coordination

1. Clean Air Act:

<http://www.arb.ca.gov/capcoa/dismap.htm>

Air Basin Name: _____

Local Air District for Project Area: _____

Is the project subject to a State Implementation Plan (SIP) conformity determination?

☐ No - The project is in an attainment or unclassified area for all federal criteria pollutants.

☐ Yes - The project is in a nonattainment area or attainment area subject to maintenance plans for a federal criteria pollutant. Include information to indicate the nonattainment designation (e.g. moderate, serious, severe, or extreme), if applicable. If estimated emissions (below) are above the federal *de minimis* levels, but the project is sized to meet only the needs of current population projections that are used in the approved SIP for air quality, then quantitatively indicate how the proposed capacity increase was calculated using population projections.

• The applicant shall provide the estimated project construction and operational air emissions (in tons per year) in the chart below, and attach supporting calculations, regardless of attainment status.

• Also, attach any air quality studies that have been done for the project.

Pollutant	Federal Status (Attainment, Nonattainment, Maintenance, or Unclassified)	Nonattainment Rates (i.e., moderate, serious, severe, or extreme)	Threshold of Significance for Project Air Basin (if applicable)	Construction Emissions (Tons/Year)	Operation Emissions (Tons/Year)
Ozone (O ₃)					
Carbon Monoxide (CO)					
Oxides of Nitrogen (NO _x)					
Reactive Organic Gases (ROG)					
Volatile Organic Compounds (VOC)					
Lead (Pb)					
Particulate Matter less than 2.5 microns in diameter (PM _{2.5})					
Particulate Matter less than 10 microns in diameter (PM ₁₀)					
Sulfur Dioxide (SO ₂)					

2. Coastal Zone Management Act:

<http://coastal.ca.gov/address.html> and/or <http://www.bcdc.ca.gov/>

Is any portion of the project site located within the coastal zone?

☐ No - The project is not within the coastal zone. Please explain:

☐ Yes - Describe the project location with respect to coastal areas and the status of the coastal zone permit, and provide a copy of the coastal zone permit or coastal exemption:

3. Endangered Species Act (ESA):

<http://www.dfg.ca.gov/biogeodata/cnddb/> and/or <http://www.fws.gov/cno/weare.html>

Does the project involve any direct effects from construction activities, or indirect effects such as growth inducement that may affect federally listed threatened or endangered species or their critical habitat that are known, or have a potential, to occur on-site, in the surrounding area, or in the service area?

- **Required documents:** Attach project-level biological report/assessment by a qualified professional, surveys and evaluations analyzing the project's direct and indirect effects on special-status species, and an up-to-date species list from the United States Fish and Wildlife Service, the California Natural Diversity Database and the California Native Plant Society for the project area. An updated species list may be requested.

☐ No - Discuss why the project will not affect any federally listed special status species:

☐ Yes - Provide information on federally listed species that could potentially be affected by this project and any proposed avoidance and compensation measures so that the State Water Board can initiate informal/formal consultation with the applicable federally designated agency. Explain any previous ESA consultations/coordination conducted with the National Marine Fisheries Service or US Fish and Wildlife Service for the project:

4. Environmental Justice:

<http://www.epa.gov/compliance/environmentaljustice/basics/index.html>

Does the project involve an activity that is likely to be of particular interest to or have particular impact upon minority, low-income, or indigenous populations, or tribes?

☐ No - Selecting "No" means that this action is not likely to be of any particular interest to or have an effect on these populations or tribes. Please explain:

☐ Yes - If you answer yes, please check at least one of the boxes and provide a brief explanation below (attach any consultation records for the affected areas with the United States Environmental Protection Agency (USEPA) Office of Enforcement and Compliance Assurance that support the determination):

- ☐ The project is likely to affect the health of these populations.
- ☐ The project is likely to affect the environmental conditions of these populations.
- ☐ The project is likely to present an opportunity to address an existing disproportionate impact of these populations.
- ☐ The project is likely to result in the collection of information or data that could be used to assess potential impacts on the health or environmental conditions of these populations.
- ☐ The project is likely to affect the availability of information to these populations.
- ☐ Other reasons (please describe):

Briefly explain the answer:

5. Farmland Protection Policy Act:

<http://www.conservation.ca.gov/DLRP/fmmp/Pages/Index.aspx>

Is any portion of the project located on important farmland?

☐ No - The project will not affect protected farmland. Please explain:

☐ Yes - Include information on the acreage that would be converted from important farmland to other uses. Indicate if any portion of the project boundaries is under a Williamson Act Contract and specify the amount of acreage affected (include any assessments evaluating the conversion of prime/unique farmland and farmland of statewide/local importance to non-agricultural uses):

6. Flood Plain Management:

http://www.water.ca.gov/floodmgmt/lra/mo/fmb/fes/best_available_maps/

Is any portion of the project located within a 100-year floodplain as depicted on a floodplain map or otherwise designated by the Federal Emergency Management Agency?

➤ **Required document:** Attach a floodplain map. <https://msc.fema.gov/portal>

☐ No - Describe the project location with respect to streams and potential floodplains:

☐ Yes - Describe the floodplain, and include a floodplains/wetlands assessment. Also describe any measures and/or project design modifications that would minimize or avoid flood damage by the project:

7. National Historic Preservation Act:

<http://nahc.ca.gov> and <http://ohp.parks.ca.gov/pages/1068/files/IC%20Roster.pdf>

Identify the area of potential effects (APE) with both cartographic and textual descriptions, including construction, staging areas, and depth of any excavation. (Note: the APE is three dimensional and includes all areas that may be affected by the project, including the surface area and extending below ground to the depth of any project excavations).

➤ **Required documents:** Attach a copy of a Cultural Resources Report prepared by a qualified professional that includes a current records search from the appropriate California Historical Resources Information System, extending to a half-mile beyond the project APE, with maps showing all sites and surveys drawn in relation to the project area, records of Native American consultation, and a consultation letter for the State Water Board to use for consultation with the State Historic Preservation Officer. An updated records search from the California Historical Resources Information System may be requested.

Summarize the information provided below:

8. Magnuson-Stevens Fishery Conservation and Management Act:

<http://www.nmfs.noaa.gov/sfa/magact>

Does the project involve any direct effects from construction activities, or indirect effects such as growth inducement that may adversely affect essential fish habitat?

☐ No - Discuss why the project will not affect essential fish habitat:

☐ Yes - Provide information on essential fish habitat that could potentially be affected by this project and any proposed avoidance and compensation measures (provide a copy of the Essential Fish Habitat Assessment). Explain any previous consultations/coordination conducted with the National Marine Fisheries Service for the project:

9. Migratory Bird Treaty Act:

<http://www.fws.gov/migratorybirds/RegulationsandPolicies.html>

Will the project affect protected migratory birds that are known, or have a potential, to occur on-site, in the surrounding area, or in the service area?

☐ No - Provide an explanation below.

☐ Yes - Discuss the impacts (such as noise and vibration impacts, modification of habitat) to migratory birds that may be directly or indirectly affected by the project and mitigation measures to reduce or eliminate these impacts. Include a list of all migratory birds that could occur where the project is located:

10. Protection of Wetlands:

<http://www.fws.gov/wetlands/Data/Mapper.html>

Does any portion of the project boundaries contain areas that should be evaluated for wetland delineation or require a permit from the United States Army Corps of Engineers?

☐ No - Provide the basis for such a determination:

☐ Yes - Provide an assessment describing the affects to wetlands, potential wetland areas, and other surface waters; and the avoidance, minimization, and mitigation measures to reduce such impacts (provide the status of the 401 Certification and/or permit received under Section 404 provisions, information on permit requirements, and copies):

11. Safe Drinking Water Act, Sole Source Aquifer Protection:

<http://water.epa.gov/infrastructure/drinkingwater/sourcewater/protection/index.cfm>

Is the project located in an area designated by the USEPA, Region 9, as a Sole Source Aquifer?

☐ No - The project is not within the boundaries of a sole source aquifer.

☐ Yes - Identify the sole source aquifer that will be affected (provide a record of consultation with the USEPA, Region 9 Ground Water Office):

12. Wild and Scenic Rivers Act:

<http://www.rivers.gov/california.php> and/or <http://ceres.ca.gov/mapviewer>

Identify watershed where the project is located: _____

Is any portion of the project located within a wild and scenic river?

- **Required documents:** Attach a map if any portion of the project is located within a wild and scenic river watershed.

☐ No - The project will not affect a wild and scenic river. Please explain:

☐ Yes - Identify the wild and scenic river watershed and project location relative to the affected wild and scenic river (provide a record of consultation with the United States Department of Agriculture [USDA] Forest Service, Region 9 Office):

13. National Forest Lands:

<http://www.fs.usda.gov/r5>

Is any portion of the proposed project site located on National Forest Lands?

- **Required documents:**
- Attach a color map and identify the APE

☐ No - The project is not on US Forest Service Land.

☐ Yes - Attach a copy of the Special Use Permit and Identify the National Forest in which the project is located:

14. Clean Water Act (Section 404) and Rivers and Harbors Act (Section 10):

<http://www.fws.gov/habitatconservation/cwa.htm>

Will this project include placement of dredged or fill material into waters of the United States? Will the project include construction of structures in, under, or over navigable waters of the United States?

☐ No - The project is not located in or near navigable waters of the United States. There will be no modification of existing structures in or near designated navigable waters, nor will the project result in the placement of dredge or fill material into the waters of the United States.

☐ Yes – The project will require a Section 404 permit or Section 10 Certification.

State Water Resources Control Board
Division of Drinking Water

June 17, 2015

Ms. Cyndi Benson
Harmsco Filtration Products
P.O. Box 14066
North Palm Beach, Florida 33408

Dear Ms. Benson:

Conditional Acceptance of the Harmsco Potable Water Cartridge Filtration System as an Alternative Filtration Technology

PACE Analytical Services, Inc. was hired by Harmsco Filtration Products to perform cartridge filtration seeding studies. PACE Analytical Services Inc. employed IBR Laboratories as a subcontractor to perform the studies. On February 8, 2011 and May 9, 2014, IBR Laboratories conducted and provided results for several cartridge filtration studies. The challenge studies were conducted using 2.0-micron fluorescing latex spheres as a surrogate for *Cryptosporidium* oocysts. The challenge test results provided the basis for granting *Giardia* and *Cryptosporidium* removal credit for the product. Virus removal efficiency was not studied.

The study results were reviewed by the Water Treatment Committee (WTC) of the California State Water Resources Control Board (SWRCB), Division of Drinking Water. Based on our review and pursuant to Section 64653(e)(1), Chapter 17, Title 22, *California Code of Regulations*, the WTC will accept the use of the Harmsco cartridge filtration products HC/40-LT2, HC/90-LT2 and HC/170-LT2 as an alternative filtration technology for water suppliers serving a population of less than or equal to 500 persons because virus removal was not tested as part of the studies. In addition, as specified under Section 64653(g), a supplier serving greater than 500 persons may request a waiver to comply with the requirements to use an alternative filtration technology that has demonstrated 90 percent virus removal. The request shall be based on a watershed sanitary survey conducted within 12 months of the date of the request, and the watershed sanitary survey shall demonstrate a lack of virus hazard in the watershed.

Based on the results of testing, the WTC has determined that the HC/40-LT2, HC/90-LT2 and HC/170-LT2 cartridge filters can be used as an alternative filtration technology to meet the physical removal requirements of the California Surface Water Treatment Rule (SWTR) (California Code of Regulations, Title 22, Division 4, Environmental Health Chapter 17, Article 2, Section 64653(f)), as well as the Federal Long Term 1 and Long Term 2 Enhanced Surface Water Treatment Rules (LT1ESWTR, LT2ESWTR), for use on any approved surface source water when used as the core of a complete and well designed, constructed and operated filtration system. Two HC/90-LT2 and two HC/170-LT2 individual cartridge filters were challenge tested using 2.0-micron fluorescing latex spheres as a surrogate for *Cryptosporidium* oocysts.

FELICIA MARCUS, CHAIR | THOMAS HOWARD, EXECUTIVE DIRECTOR

850 Marina Bay Parkway, Bldg. P, 2nd Floor, Richmond, CA 94804-6403 | www.waterboards.ca.gov

- 2 -

The products tested were the MUNI 90-MP housing with the HC/90-LT2 filter at 65 gpm and the MUNI-1-2FL-304 housing with the HC/170-LT2 filter at 100 gpm. The MUNI 40-MP housing with the HC/40-LT2 filter (30 gpm capacity) was not tested. The cartridge filter and housing for the MUNI 40-MP and MUNI 90-MP are of the same material and have the same inner and outer cartridge filter diameter. The only differences are the height of the filter and housing. The WTC therefore will accept the HC/40-LT2 filter as achieving the same level of treatment as the HC/90-LT2 filter and housing.

The WTC hereby accepts the list of filter items in Table 1 as an alternative filtration technology for compliance under the California SWTR, LT1ESWTR and the LT2ESWTR.

Table 1: Filter Housing and LT2 Filter (1 um absolute)			
Municipal Filter Housing Model	Harmsco Cartridge (LT2 Filter) Model	No of Cartridges	Max Flow Rate gpm (LPM)
MUNI 40-MP	HC/40-LT2	1	30 (113)
MUNI 90-MP	HC/90-LT2	1	65 (246)
MUNI-1-2FL-304	HC/170-LT2	1	100 (378)
MUNI-3-3FL-304	HC/170-LT2	3	300 (1,135)
MUNI-5-4FL-304	HC/170-LT2	5	500 (1,892)
MUNI-8-6FL-304	HC/170-LT2	8	800 (3,028)

Notes: MUNI = Municipal Housing; MP = Municipal product; #FL = Flange diameter (inches); LT2 = Long-term 2 rule HC = Harmsco cartridge; 304 = 304 stainless steel; HC/# = pleated surface area for a 5 um pre-filter

Based on the fluorescent microsphere challenge test, the WTC credits the HC/40-LT2, HC/90-LT2 and HC/170-LT2 cartridge filters with the capability of removing at least 2-log *Cryptosporidium* oocysts and 2.5-log *Giardia lamblia* at least 95 percent of the time for treating surface water when operated under the same conditions at which the testing at the IBR Laboratories was conducted. As such, your technology can be used in public water systems serving a population of less than or equal to 500 persons, or public water systems that have requested and qualified for the waiver for virus removal demonstration as specified under Section 64653(g), in the State of California.

Table 2 provides the pathogen removal credit assigned by SWRCB to the filtration components in Table 1 and Table 3 presents the operating and quality control values that the Harmsco filtration system cannot exceed as a condition of this acceptance.

Table 2 – Pathogen Removal Credit		
Target Organism	¹ Removal Credit	^{2,4} Removal Credit
<i>Giardia lamblia</i>	2.5-log	3.0-log
<i>Cryptosporidium</i> oocysts	2.0-log	2.5-log
³ Virus	0-log	0-log

1. Removal credit is based on a single LT2 cartridge operation.
2. Removal credit is based on LT2 cartridges installed in series.
3. No challenge testing was conducted for virus removal.
4. Regardless of removal credit, each plant is required to provide a minimum of 0.5-log *Giardia* and 4-log virus inactivation.

Table 3 – System Operating Parameters	
Parameter	Value
Maximum Flow Rate & Filter Flux Rate of Primary Filtration System	See Table 4 for flow rates. Maximum filter flux rate: 0.80 gpm/ft ² (32.6 L/m ²)
Max Differential Pressure (as measured across the final filter)	30 psid (2.068 bar); replace with new LT2 filter
Filter Change Out Frequency	Per manufacturer requirement or at least once per year.
^{1,2} Turbidity Performance Standards	0.3 NTU 95% of the time Not to exceed 1.0 NTU
Additional Design Criteria	1. Pressure relief valve to protect filter cartridge from an excessive pressure surge. 2. Filter to waste for 10 minutes after cartridge installation. 3. Means to measure the pressure drop across each filter. 4. Pre-filtration is highly recommended when source water turbidities are 1 NTU or greater.

1. For sources with low influent turbidity (i.e. <0.3 NTU), filtered water turbidity and differential pressure trends must be monitored and evaluated regularly to ensure filter cartridge(s) remains integral.
2. At the discretion of the local regulatory agency, it may allow the use of this technology and establish a site-specific turbidity performance standard greater than what is listed in Table 3 but less than 1.0 NTU when sub-micron particles are identified as the primary cause for elevated turbidities in the treated water.

Specifications for the Harmsco filter housing and filters are provided in Table 4 below.

Table 4: Specifications on filter housing, filter treatment unit, and maximum flow and flux rates.

Filter Housing Model	No. of Cartridges	Filter Housing Height (in)	Service Height (in)	Floor Space (sq. ft.)	Pleated Media Area (sq. ft.)	Max Flow Rate gpm (LPM)	Max Flux Rate (gpm/ft ²)
MUNI-40 MP	1	19.5	35	15" x 15"	37.5	30 (113)	0.80
MUNI-90 MP	1	29.9	51	15" x 15"	81.25	65 (246)	0.80
MUNI-1-2FL-304	1	48	77	1.6	125	100 (378)	0.80
MUNI-3-3FL-304	3	64	98.5	4.5	375	300 (1,135)	0.80
MUNI-5-4FL-304	5	74	98.5	8.5	625	500 (1,892)	0.80
MUNI-8-6FL-304	8	84	104.5	14	1,000	800 (3,028)	0.80
Specifications for each filter model							
Filter Model	O.D. inches	I.D. inches	Molding I.D. inches	Length inches	Max Change Out Pressure psid (bar)	Pleated Media Area (ft ²)	Max Flow/Filter (gpm)
HC/40-LT2	7.75	2.75	4.0	9.62	30 (2.068)	37.5	30
HC/90-LT2	7.75	2.75	4.0	19.50	30 (2.068)	81.25	65
HC/170-LT2	7.75	2.75	4.0	30.75	30 (2.068)	125	100

Below in Tables 5-8 are the test results for the HC/170-LT2 and HC/90-LT2 cartridge filtration demonstration study at different filter head losses:

Table 5: HC/170-LT2 (11691-3) – Test Date: February 8, 2011

	Flow, gpm (Flux Rate, gpm/ft ²)	Differential Pressure, psid	Influent Particles/L 2 micron	Effluent Particles/L 2 micron	Percent Reduction	Log Reduction
Run 1	100 (0.80)	8	7,100	2	>99.9	3.6
Run 2	100 (0.80)	15	6,600	1	>99.9	3.8
Run 3	100 (0.80)	30	7,550	1	>99.9	3.9

Table 6: HC/170-LT2 (11691-4) – Test Date: February 8, 2011

	Flow, gpm (Flux Rate, gpm/ft ²)	Differential Pressure, psid	Influent Particles/L 2 micron	Effluent Particles/L 2 micron	Percent Reduction	Log Reduction
Run 1	100 (0.80)	7	7,850	1	>99.9	3.9
Run 2	100 (0.80)	15	6,050	1	>99.9	3.8
Run 3	100 (0.80)	32	9,300	2	>99.9	3.7

Table 7: HC/90-LT2 (037897) – Test Date: May 9, 2014

	Flow, gpm (Flux Rate, gpm/ft ²)	Differential Pressure, psid	Influent Particles/L 2 micron	Effluent Particles/L 2 micron	Percent Reduction	Log Reduction
Run 1	65 (0.80)	1.5	11,300	0.3	>99.9	4.5
Run 2	65 (0.80)	15	10,100	3.0	>99.9	3.5
Run 3	65 (0.80)	30	11,400	1.7	>99.9	3.8

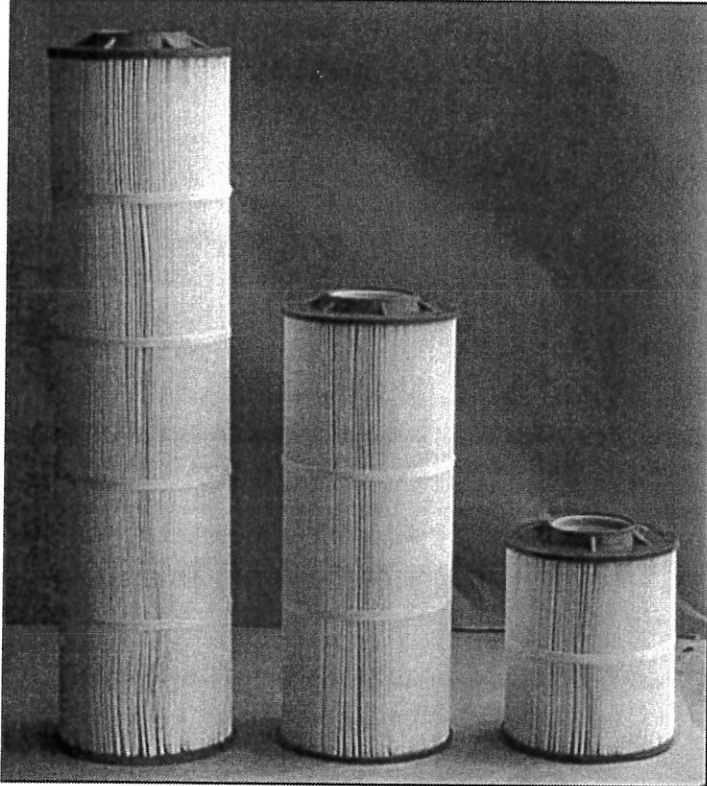
Table 8: HC/90-LT2 (037898) – Test Date: May 9, 2014

	Flow, gpm (Flux Rate, gpm/ft ²)	Differential Pressure, psid	Influent Particles/L 2 micron	Effluent Particles/L 2 micron	Percent Reduction	Log Reduction
Run 1	65 (0.80)	2.4	9,300	0.6	>99.9	4.2
Run 2	65 (0.80)	15	9,000	0.6	>99.9	4.2
Run 3	65 (0.80)	30	12,200	2.3	>99.9	3.7

It should be noted that, as specified in Chapter 8 of USEPA's *Long Term 2 Enhanced Surface Water Treatment Rule Toolbox Guidance Manual*, a 1-log factor of safety for a single filter and 0.5-log factor of safety for multiple filters in series is applied to the allowable removal credit over that demonstrated by challenge testing because bag and cartridge filters cannot have their integrity directly tested; hence, there are no means of verifying their removal efficiency during routine use. And it is our understanding that the primary filters (HC/40-LT2, HC/90-LT2 & HC/170-LT2 final filters) are to be used once and then discarded (no backwashing; no chemical clean in place).

On the next three pages, pictures of the LT2 filter cartridge and filter housings are shown.

Side view of each approved LT2 filter.

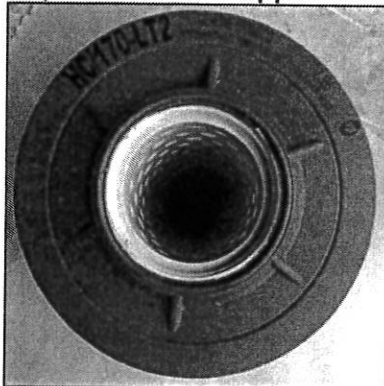


HC/170-LT2
100 gpm

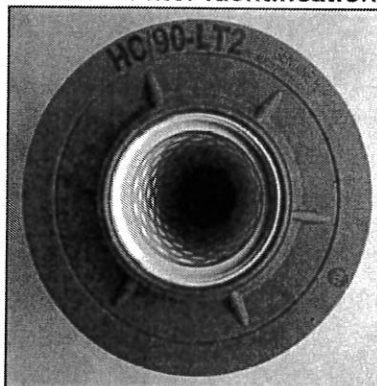
HC/90-LT2
65 gpm

HC/40-LT2
30 gpm

Top view of each approved LT2 filter – Filter Identification Markings.



HC/170-LT2
100 gpm

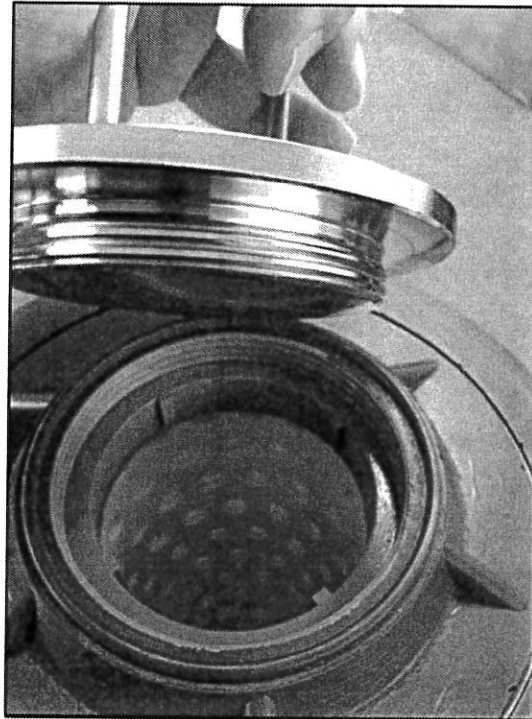


HC/90-LT2
65 gpm

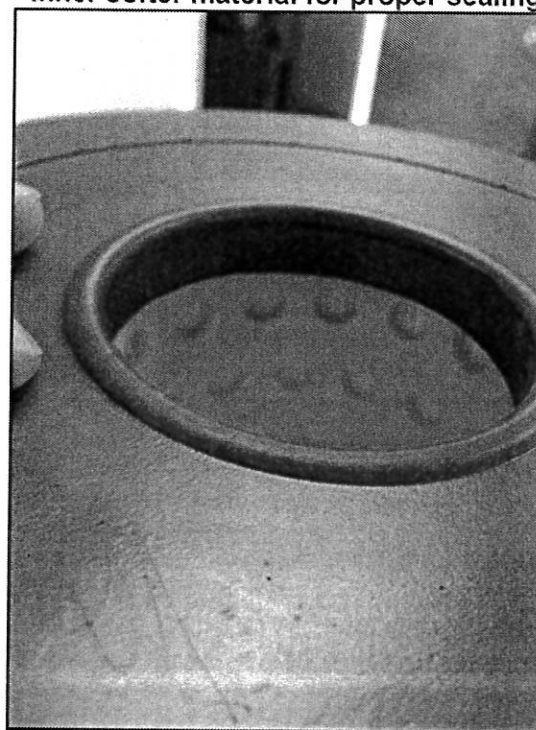
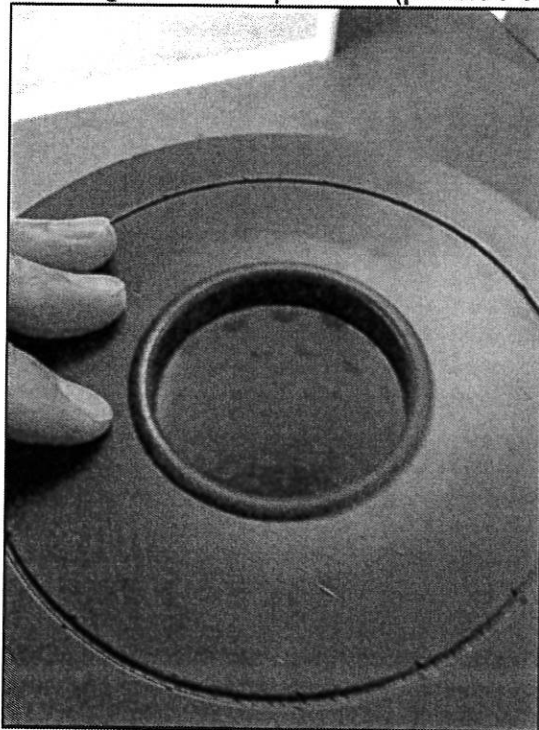


HC/40-LT2
30 gpm

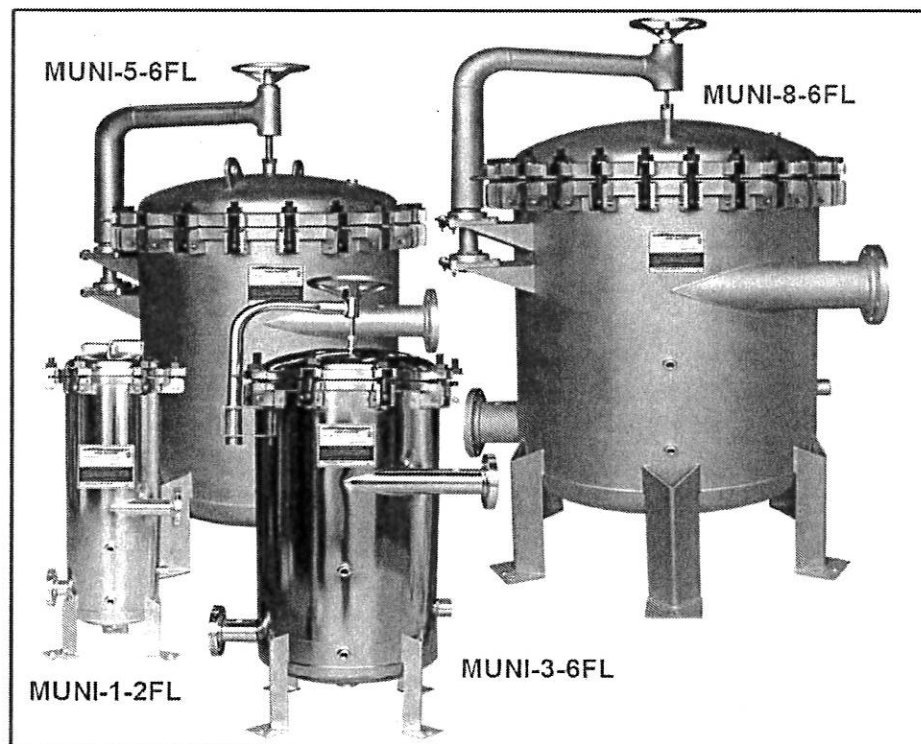
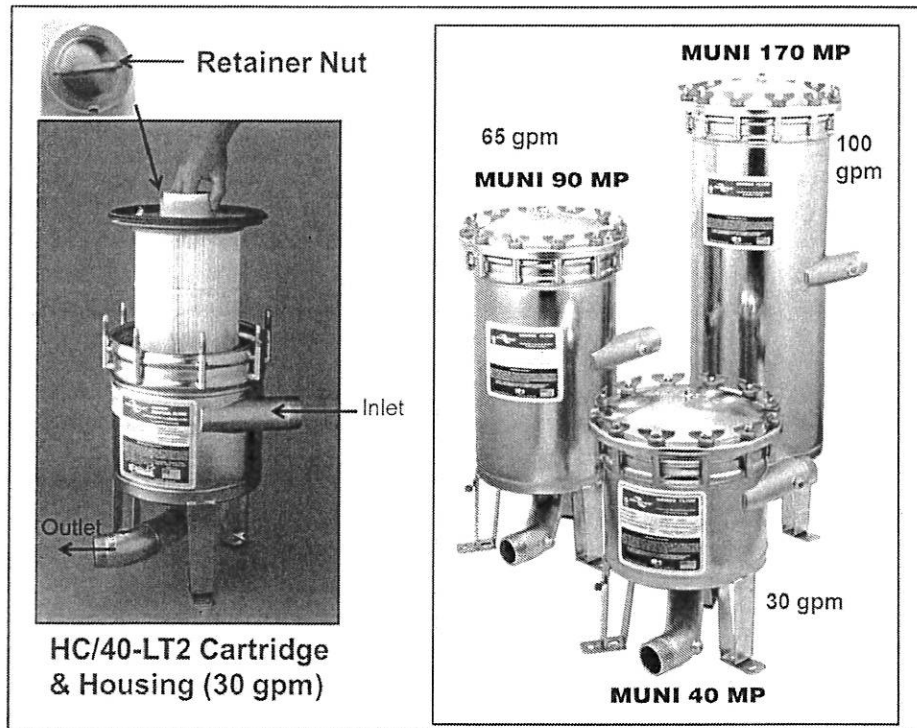
HC/170-LT2 Cartridge with lifting handle



Cartridge Bottom – plastisol (pliable PVC) – inner softer material for proper sealing



- 7 -



Filter housings for the HC/170 – LT2 Cartridge

Conditional Acceptance

Approval for the design and use of your technology in any drinking water application will be handled on a case-by-case basis by the Division of Drinking Water (DDW) district offices or by local primacy agencies (LPA) and is granted through the domestic water supply permitting process. Information such as shop drawings and specifications may be requested to aid in the development of the water supply permit. A commissioning period to assess performance on start-up may be required in an effort to ensure that the final system functions as expected. The DDW district office or LPA is responsible for evaluating the source water quality to be treated, and they will set the overall removal and inactivation requirements that must be met for a given source water.

The minimum log removal requirements established by the SWTR, LT1ESWTR and LT2ESWTR are to be met using multiple treatment barriers. Design engineers proposing to use your alternative filtration technology should be aware that the minimum log removal requirements established by the surface water treatment rules and the water supply permit are to be met using multiple treatment barriers. Your technology is recognized as being one component in this multiple barrier approach.

After any alternative filtration technology installation has been in operation for one year, a report outlining the performance of the installation is to be submitted by the water utility to the DDW or LPA as required by Section 64653(i), Title 22, California Code of Regulations. This report is due within 60 days after the first year of operation. The report is to include, as a minimum, results of all water quality tests performed, an evaluation of compliance with established performance standards under actual operating conditions, an assessment of problems experienced and corrective actions taken or needed, and a schedule for providing needed improvements. These reports should be comprehensive, detailing problems encountered during the first year of operation as well as during startup and commissioning. Production volume treated before terminal headloss, dates of filter changes, treatment performance issues (such as, submicron particles causing exceedances of turbidity performance standards), issues with seals and housing assemblies, etc. should be adequately covered in the report and should cover the period immediately following unpacking and installation (commissioning; troubleshooting) through the first year of production.

Any changes to any feature, formulation, part or product used in the (HC/40-LT2, HC/90-LT2 & HC/170-LT2) filters should be reported (in writing) to SWRCB in advance of making the changes to any production version of the LT2 filters sold in California. The detail of your written notification will be reviewed to determine if additional performance testing will be required. Consequently, the letter and its appendices should provide sufficient detail for the SWRCB WTC to render such a decision. Should additional testing be required, the SWRCB WTC will review all study protocols proposed to be used as a condition of accepting the final report. Upon reviewing the final report, the WTC will make a recommendation regarding acceptance of the identified changes to the design and/or operating criteria.

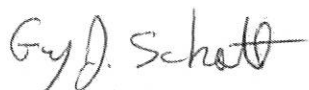
Ms. Cyndi Benson
Harmsco Filtration Products

June 17, 2015

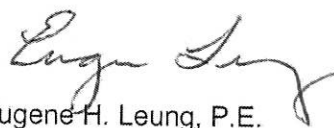
- 9 -

Should you have any questions, please feel free to contact Mr. Guy Schott at guy.schott@waterboards.ca.gov or by phone at (707) 576-2732 or Mr. Eugene Leung at eugene.leung@waterboards.ca.gov or by phone at (510) 620-3460.

Sincerely,



Guy J. Schott, P.E.
Associate Sanitary Engineer
Technical Operations Section



Eugene H. Leung, P.E.
Senior Sanitary Engineer
Technical Operations Section

cc: Water Treatment Committee

Hurricane® Filter Housings

Two Technologies in One

Lower Operation Cost

Harmsco® MUNI HP filters provide unsurpassed performance. Our patented Hurricane® design separates dense solids prior to cartridge filtration for extended filter life, increased dirt holding capacity and reduced maintenance costs.



Features

- ▶ Combination cyclone separator and cartridge filter in a single compact design
- ▶ Patented Up-flow design with tangential entry - prevents air entrapment
- ▶ Rotational flow "flutters" media pleats - improving loading performance
- ▶ Electropolished 304L stainless steel housing
- ▶ Fail-Safe lid closure, rated for 150 psi
- ▶ Three sizes for greater media surface area
- ▶ CPVC standpipe (standard) - stainless steel optional
- ▶ Extensive choice of cartridge micron ratings and media, including carbon block
- ▶ NSF 61 listed



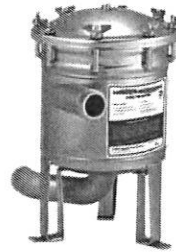
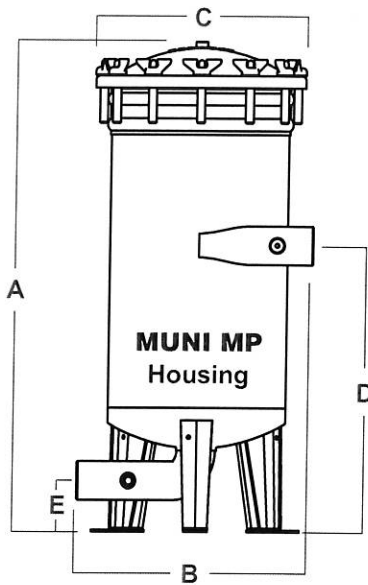
MUNI MP Filter Housings

Applications

- ▶ Drinking Water
- ▶ Cooling Tower Filtration
- ▶ Desalination Pre-filtration (316L and coated options)
- ▶ Surface Water Treatment Rule (SWTR) LT2
- ▶ Process Water
- ▶ Whole House Filtration
- ▶ Municipal Waste Water Treatment
- ▶ Reverse Osmosis Pre-filtration
- ▶ Small Community Compliance LT2
- ▶ Well Water
- ▶ Ground Water Remediation
- ▶ Ground Water Under Direct Influence (GUDI)



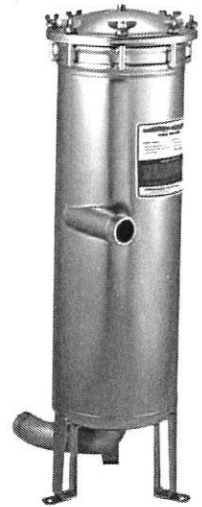
Harmsco® Municipal Hurricane® Filter Housings MUNI MP



MUNI 40 MP



MUNI 90 MP



MUNI 170 MP

Filter Model	A Filter Height	B Width	C Diameter	D Inlet	E Outlet	Pipe Size NPT	Drain Size NPT	Floor Space	Service Ht.	Shipping Wt. Lbs.	Carton Size In.
MUNI 40 MP	19-1/2"	14-3/8"	13"	12-3/4"	3-7/16"	2"	1"	15"x15"	35"	40	14x16x21
MUNI 90 MP	29-7/8"	14-3/8"	13"	17-3/4"	3-7/16"	2"	1"	15"x15"	51"	52	14x16x38
MUNI 170 MP	40-1/2"	14-3/8"	13"	23-5/8"	3-7/16"	2"	1"	15"x15"	72"	64	14x16x42

Filter Specifications

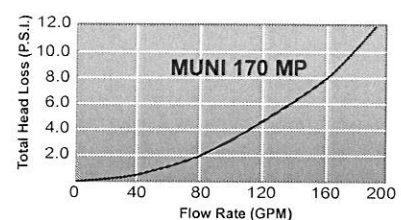
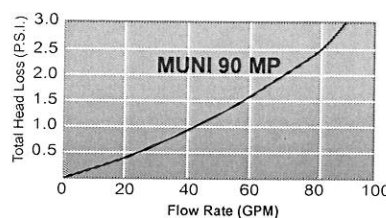
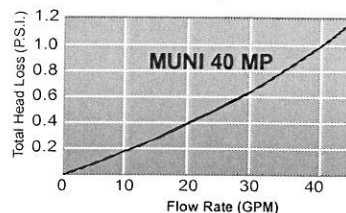
- ▶ Electropolished 304 stainless steel
- ▶ Standpipe - CPVC
- ▶ Temperature - 140°F (60°C) max. Up to 250°F (121°C) with optional stainless steel standpipe and high temperature cartridges installed
- ▶ Wing nuts - brass
- ▶ Rim gaskets - EPDM (Buna-N, Viton available)
- ▶ BSTP optional
- ▶ Gauge sample ports (1/4"), inlet and outlet
- ▶ Pressure - 150 psi (10 bar) max.

Cartridge Selection/Sizing Guide

Product Code	Pleated Media Area (sq. ft.)	Length (in.)	O.D. (in.)	I.D. (in.)	Recommended Flow Rate (gpm) for >3.6 log removal
LT2 Pleated Microglass Cartridges - Packed one cartridge per case.					
HC/40-LT2	38	9-5/8	7-3/4	4	30
HC/90-LT2	81.25	19-1/2	7-3/4	4	65
HC/170-LT2	125	30-3/4	7-3/4	4	100

Meets the Challenge Test Method defined in the LT2 ESWTR Tool Box Guidance Manual 8.4.1

Pressure Drop



The total head loss data shown above was developed by NSF International and indicates pressure drop with Hurricane® filter housings and 20 micron filter cartridges in clean water. For additional information, please refer to the "Installation & Operation Manual" for Hurricane® Filters.

Note: This publication is to be used as a guide. The data within has been obtained from many sources and is considered to be accurate. Harmsco does not assume liability for the accuracy and/or completeness of this data. Changes to the data can be made without notification. Temperature, Pressure, Flow Rates, Differential Pressures, Chemical Combinations and other unknown factors can affect performance in unknown ways. **Limited Warranty:** Harmsco warrants their products to be free of material and workmanship defects. Determination of suitability of Harmsco products for uses and applications contemplated by Buyer shall be the sole responsibility of Buyer. The end user/installer/buyer shall be liable for the product's performance and suitability regarding their specific intended applications. End users should perform their own tests to determine suitability for each application.

HARMSCO® MUNICIPAL Filtration Systems

P.O. Box 14066, North Palm Beach, FL 33408

(561) 848-9628 • Toll-free: (800) 327-3248 • Fax: (561) 845-2474 • E-mail: sales@harmsco.com

www.harmsco.com



Made in USA

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Order No. V3069FF-01 • Description: MOTOR ALT VLV 1/125 F-F 3 WIRE or
Order No. V3069MM-01 • Description: MOTOR ALT VLV 1/125 M-M 3 WIRE

**Please refer to the Programming and Front Cover manual for your
control valve to confirm software compatibility.**

HYDROCARBONS SUCH AS KEROSENE, BENZENE, GASOLINE, ETC., MAY DAMAGE PRODUCTS THAT CONTAIN O-RINGS OR PLASTIC COMPONENTS. EXPOSURE TO SUCH HYDROCARBONS MAY CAUSE THE PRODUCTS TO LEAK. DO NOT USE THE PRODUCT(S) CONTAINED IN THIS DOCUMENT ON WATER SUPPLIES THAT CONTAIN HYDROCARBONS SUCH AS KEROSENE, BENZENE, GASOLINE, ETC.

Boards	2-Wire Alternator Cable	3-Wire Alternator Cable	
	Meter on each valve (typically seen on 1" and 1.25" valves)	One Meter serves both valves (typically seen on 1.5" and 2" valves)	Meters on each valve or one meter serving both valves
EE	518.3 or lower	518.3 or lower	519.0 or higher
EI	616.6 or lower	616.6 or lower	618.3 or higher

Note: For customers that have a 3-wire cable, but need a 2-wire cable, cut the Black wire back on each end to make a 2-wire cable. For customers that need a 3-wire cable any of the following cables could be used:

V3474 WS ALT CONNECT CORD 8FT BLK
V3475-12 WS2H/3 SYSCONNECTCORD 12FT RED
V3475-24 WS2H/3 SYSCONNECTCORD 24FT BLUE
V3475-36 WS2H/3 SYSCONNECTCORD 36FT YELLOW

OPERATING PRESSURES: 20 PSI MINIMUM / 125 PSI MAXIMUM
OPERATING TEMPERATURES: 40°F MINIMUM / 110°F MAXIMUM

Service or Installation of Motor: Do not lubricate the motor or the gears. To install the motor, move the spring clip loop to the right and hold. Gently turn the motor while inserting so that the gear on the motor meshes with the gears under the drive gear cover. Release the spring clip loop and continue to rotate the motor until the wires are horizontal and the motor housing engages the small plastic bulge inside the drive bracket motor retainer. Reconnect the motor plug to the two-pronged alternator jack on the lower left side of the PC board. If the motor will not easily engage with the drive gears when reinstalling, lift and slightly rotate the motor before reinserting.

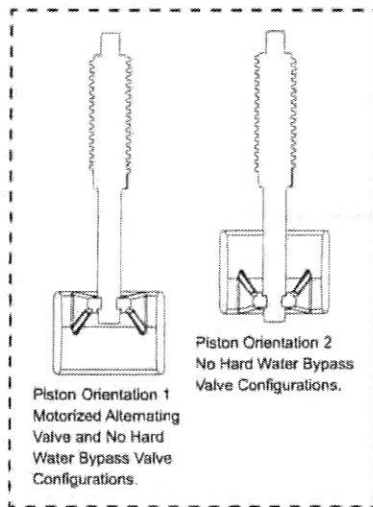
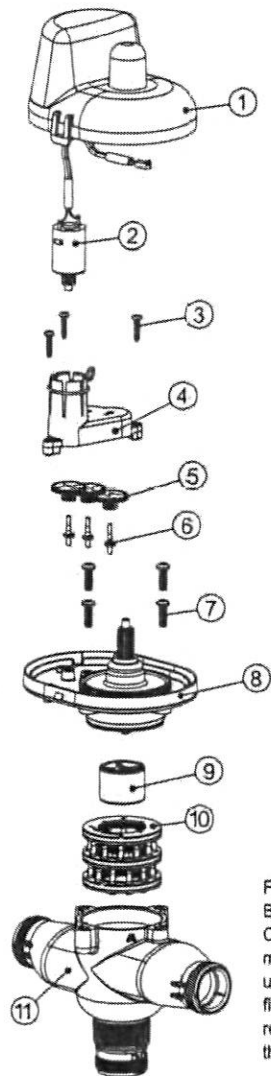
If the control valve manual does not include instructions for setting up the software for No Hard Water Bypasses (NHWB), Separate Source (SEPS), or Twin Tank Operation (ALT A and ALT b) please contact your local equipment supplier for current copies of the instructions.

To bring in additional cables through the back plate first locate the strain relief knock out on the inside of the back plate. Use a punch and hammer to remove the knock out. Up to two cables can be woven on each side of the strain relief, determine if you need to break out one or both tabs for your additional cables this can be done with a needle nose pliers. Now you may bring in the additional cables through the knock out hole in the back plate and connect each additional wire to the proper location on the control valves PC board. This will allow you to better determine how much slack you will need in the cable before weaving them into the strain relief. Once cables are weaved into the strain relief you can then use the V3805 strain relief cover kit(s) that is provided. Follow the instructions for installing the strain relief cover kit. To help prevent damage to cables, allow solder joints to cool or solvent cement joints to cure after completing the various service, drain and regenerant plumbing connections. Thread the various cables through the appropriate back plate(s) and connect as described in the bullet points below.

- For twin tank operation, the 8' interconnect cable must be threaded through the back plates and connected to the three pin connector labeled INTERCONNECT CABLE on both the ALT A and ALT b control valves. The 8' interconnect cable is not used for No Hard Water Bypass (NHWB) or Separate Source (SEPS) operation.
- The 8' alternator valve motor cable must be threaded through the back plate and connected to the two pin connector labeled DRIVE on the control valve board.(for twin tank operation connect to ALT A).
- When used, the 15' water meter cable must be threaded through the back plate and connected to the three pin connection labeled METER on the control valve board.
- The 15' AC Adapter or power cable must be thread through the back plate of all control valves. The AC adapter should be installed to a properly grounded (not switched) outlet.

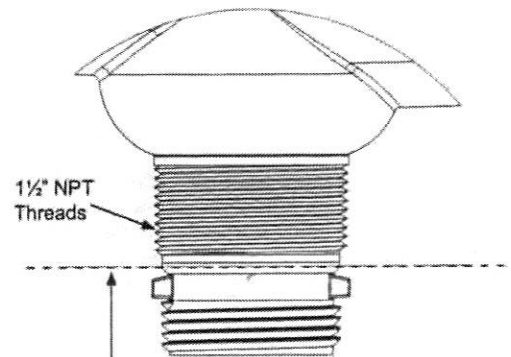
**Order No. V3069FF-01 • Description: MOTOR ALT VLV 1/125 F-F 3 WIRE or
Order No. V3069MM-01 • Description: MOTOR ALT VLV 1/125 M-M 3 WIRE**

Drawing No.	Order No.	Description	Quantity	
			V3069FF-01	V3069MM-01
1	V3073	MAV/NOHWBY COVER ASY	1	1
2	V3476	WS MOTOR ASY 8 FT	1	1
3	V3592	SCREW #8-1 PHPN T-25 SS	3	3
4	V3262-01	WS1.5&2ALT/2BY REDUCGEARCVASY	1	1
5	V3110	WS1 DRIVE REDUCING GEAR 12X36	3	3
6	V3264	WS2 BYPASS REDUCTION GEAR AXLE	3	3
7	V3527	SCREW 1/4-20 X 3/4 BHSCS SS	4	4
8	V3072	MAV/NOHWBY 1/125/15 DRIVE ASY	1	1
9	V3506-01	MAV/NOHRD 1/125/15 PISTON	1	1
10	V3074	MAV/NOHWBY 1/125/15 STACK ASY	1	1
11	V3504FF	MAV BODY 1/125 ASY F-F	1	N/A
12	V3504MM	MAV BODY 1/125 ASY M-M	N/A	1
13	V3151	WS1 NUT 1 QC	N/A	2
14	V3150	WS1 SPLIT RING	N/A	2
15	V3105	O-RING 215	N/A	2
Not Shown	V3474	WS ALT CONNECT CORD 8FT BLK	1	1

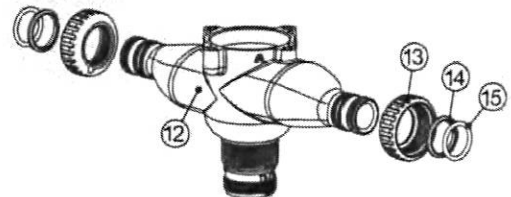


Female ports, labeled A or B, may be connected using Clack fitting packages. The motorized alternating valve unlabeled port accepts Clack fitting packages or may be removed to use 1½" NPT threaded outlet.

•Operating Pressures:
20 PSI Minimum / 125 PSI Maximum
•Operating Temperatures:
40°F Minimum / 110°F Maximum

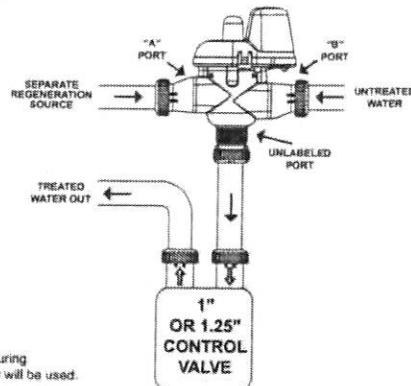


Quick Connect Nut Threads can be cut off to allow access to 1½" NPT Threads. Deburr and clean edge after cutting.
NOTE: Teflon tape is required when using the 1½" NPT Threads.



Male ports, labeled A or B, may be connected directly to a Clack 1" or 1.25" control valve outlet or to a V3191-01 vertical bypass adapter assembly. The motorized alternating valve outlet accepts Clack fitting packages or may be removed to use 1½" NPT threaded outlet.

Separate Source Regeneration: Must use V3069FF-01
 The MAV will be driven closed (i.e. let water flow from A port to Unlabeled Port) before the first regeneration cycle, and be driven open (i.e. let water flow from B port to Unlabeled Port) after the last regeneration cycle. If the control valve enters into an error during regeneration mode, the MAV will remain in its current state until the error is corrected and reset.

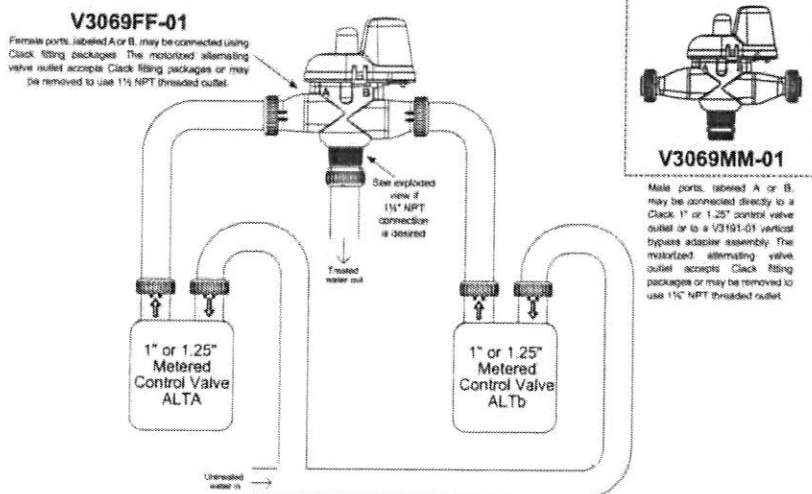


Note:
 If there is a treated water demand during regeneration, separate source water will be used.

Twin Tank Alternator:

If the control valve manual does not include instructions for setting up the software for No Hard Water Bypasses (NHWB), Separate Source (SEPS), or Twin Tank Operation (ALT A and ALT b) please contact your local equipment supplier for current copies of the instructions. If the control valve is in an error state during regeneration mode, the MAV will close the B port and keep open the A port until the error is corrected and reset.

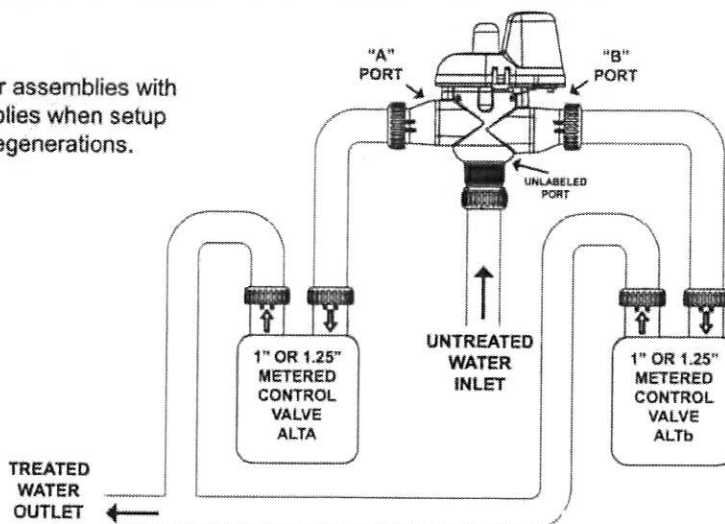
REGENERATION WITH HARD WATER



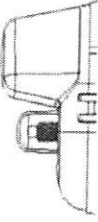
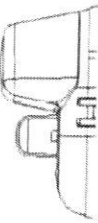
REGENERATION WITH SOFT WATER

Note:

Replace all V3003 meter assemblies with V3003-02 meter assemblies when setup with soft/treated water regenerations.



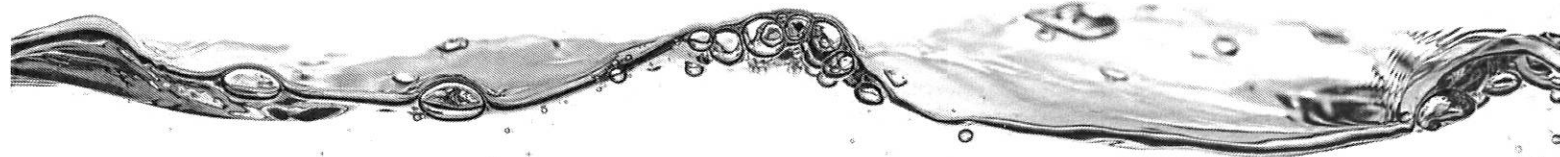
Motorized Alternating Valve & No Hard Water Bypass Valve Configurations

	Plumbing Connections			Piston Orientation		Software Selection		Piston/Valve Position Flow		
	Port A	Port B	Unlabeled Port	1	2	Control Valve 1	Control Valve 2	Up	Down	
No Hard Water Bypass Operation	From Control Valve 1	From Control Valve 2	To Outlet	Use	Not Applicable	ALTA	ALTb	Flows from Port A to Unlabeled Port	Flows from Port A to Unlabeled Port	
	From Control Valve 2	From Control Valve 1	To Outlet	Use	Not Applicable	ALTb	ALTA	Flows from Port A to Unlabeled Port	Flows from Port A to Unlabeled Port	
	From Regeneration Source	From Normal Source	To Control Valve	Use	Not Applicable	SEPS		Flows from Port B to Unlabeled Port	Flows from Port A to Unlabeled Port	
	From Control Valve	To Outlet	Plugged	Not Applicable	Use	nHbP		Open: Flows from Port A to Port B	Closed	
Separate Source Operation	Plugged	From Control Valve	To Outlet	Use	Not Applicable	nHbP		Flows from Port B to Unlabeled Port	Closed	
	To Outlet	Plugged	From Control Valve	Not Applicable	Use	nHbP		Flows from Port A to Unlabeled Port	Closed	
Twin Tank Alternator Operation	Plugged	To Outlet	From Control Valve	Use	Not Applicable	nHbP		Flows from Unlabeled Port to Port B	Closed	

•Operating Pressures:
 20 PSI Minimum / 125 PSI Maximum
 •Operating Temperatures:
 40°F Minimum / 110°F Maximum

ProMate 6.0[®]

WATER FILTRATION SYSTEM



ProMate[®] 6.0 Filter Systems Remove:

- **Unpleasant Taste & Odor**
- **Chlorine**
- **Sulfur Odor**
- **Rust Stains**
- **Blue Green Staining**

They Also:

- **Reduce Turbidity**
- **Neutralize Acid Water**



Hellenbrand[®]
What's In Your Water?[™]

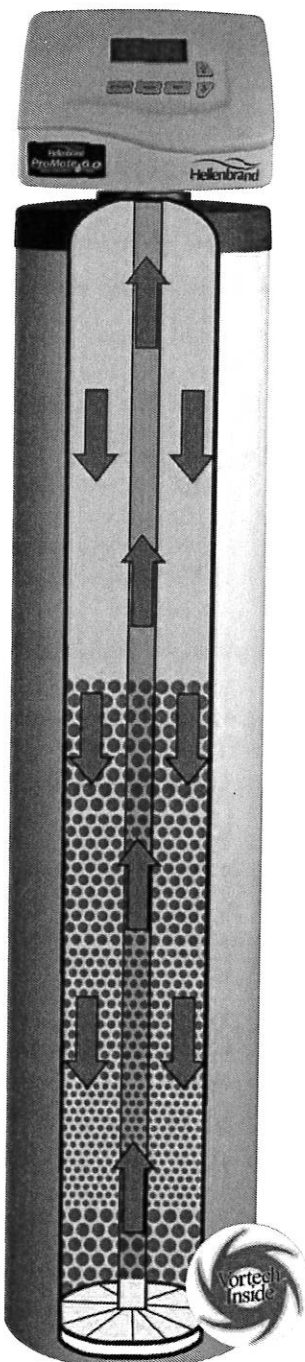
AT HELLENBRAND WE SOLVE WATER PROBLEMS.

For 45 years, our family owned business has built a reputation with progressive, innovative products and solutions. You can count on Hellenbrand water softeners, filters and drinking water systems to improve the quality of your water.

www.hellenbrand.com



No matter what your water problems are, Hellenbrand has a specialized system to handle most conditions for you & your family.



Saves Water & Money

Hellenbrand systems undergo rigorous testing under a variety of conditions for optimum results in both water treatment and mechanical operation.

Ecologically Friendly Design

- ProMate6 control is a "Green Technology"
- Results in low-cost operation



ProMate6 Filter Systems Features and Benefits

- 12-Volt Operation AC or DC
- Permanent memory backup of all programming
- 2-1/2 years Time of Day Backup
- Uses less than \$2 of electricity per year
- Solar Ready
- Recently updated "High Intelligence Computer" improves efficiency
- Informs the homeowner about system operation

Taste and Odor Filtration System – Designed to remove tastes, odors and dissolved organic chemicals from water supplies. Perhaps its greatest use is for the reduction/removal of chlorine for which it has a great capacity. Various types of taste and odor media are available to address a wide range of contaminants.

Aero-Sorb Filtration System – An efficient and economical system for the reduction of dissolved iron and manganese compounds from raw water supplies. This media acts as an insoluble catalyst to enhance the reaction between dissolved oxygen (DO) and the iron compounds. The physical characteristics of this media provide an excellent filter media which is easily cleaned by backwashing to remove the precipitant.

Multi-Media Filtration System – A unique blend of different medias for solids removal. By utilizing sizing and specific gravity functions through medias of differing filtration capability, the result is better flow rates and longer media life.

Acid Neutralizing Filtration System – These systems are recommended for pH adjustment for waters of pH 6.0 - 6.9. The system uses a self sacrificing media which has to be refilled periodically. Typical signs of low pH are blue green stains. Fill port option available. Does not include insulated jacket.



optional fill port

HELLENBRAND WARRANTY

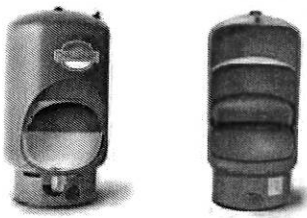
Go to www.hellenbrand.com for full details.



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Waunakee, WI 53597
www.hellenbrand.com

Your Hellenbrand Dealer:

Engineered with the home owners' cost conscious needs in mind, the Challenger water tank delivers high-end well tank features like CAD-2 technology (Flexcon's famous controlled action diaphragm system) at a very affordable price. In short, you get superior air and water separation and unmatched performance.



CHALLENGER	COMPETITION
<ul style="list-style-type: none"> Independent CAD-2 design Less condensation Water chamber sized to tank 	<ul style="list-style-type: none"> Single diaphragm design More condensation Same diaphragm used for several sizes

Our patented manufacturing technique allows Flexcon to properly size the diaphragm in a full range of sizes from 14 to 119 gallons. Every Challenger tank undergoes a seam-weld test, high-pressure test, and is subjected to our famous helium test. Before leaving the factory, a final air charge check insures each tank arrives at the job site with the correct pre-charge.

At this affordable price point, Challenger sports so many high-end features, that when it comes to competition, there is no competition.



> www.flexconind.com
 > 781-986-2424
 > 300 Pond Street
 > Randolph, MA 02368



FLEXCON CHALLENGER.

WHEN IT COMES TO A
 TOP QUALITY WELL TANK
 WITH HIGH-END FEATURES
 AT AN AFFORDABLE PRICE,
 ITS COMPETITION IS
 WET BEHIND THE EARS.



[CHALLENGER; HIGH-END
FEATURES AT A DOWN TO
EARTH PRICE.]



16 gauge
solid steel tank,
finished with
highest quality
urethane paint.

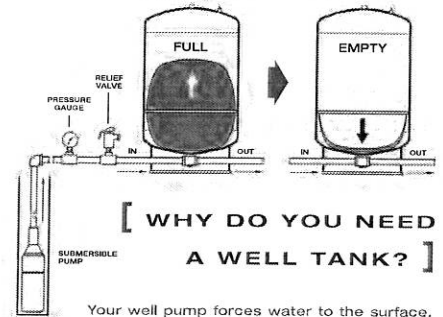
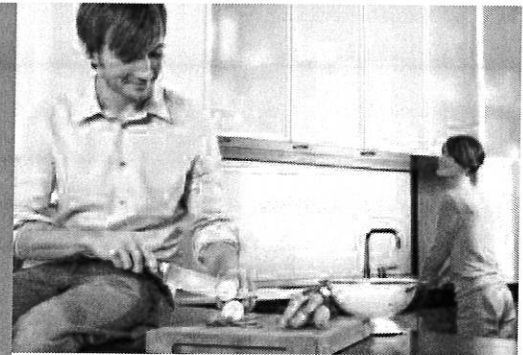
Water chamber
is independent of
tank walls, allowing
diaphragms to be
sized properly for
each tank.

CAD-2
CONTROLLED
ACTION
DIAPHRAGM
MAXIMIZES
DRAWDOWN &
ELIMINATES
ABRASION

Condensation-
reducing design
virtually eliminates
external corrosion.

Patented,
welded, steel
water connection
has separate air
and water seals.

www.flexconind.com



Your well pump forces water to the surface.

Without a well tank, the well pump would need to turn on every time you opened a faucet in order to maintain water pressure. Your well tank acts as a water storage container giving your well pump a much needed rest in between cycles. When air pressure inside the well tank decreases due to water usage, a pressure switch automatically activates telling the well pump to fill the tank. This assures an ample supply of well water will be on hand the next time you need it.

FLEXCON
INDUSTRIES
The Reliable Source[®]



JS+ J5S, J5SH, J7S, J10S, J15S

SHALLOW WELL JET PUMPS - 1/2, 3/4, 1 AND 1 1/2 HP

Residential Water Systems

FEATURES

Compact: Design has an integral shallow well adapter built into the casing, which eliminates the need for a separate shallow well adapter.

Serviceable:

- Back pullout design allows disassembly of pump for service without disturbing piping.
- Two compartment motor for easy access to motor wiring and replaceable components.
- Nozzle clean out plug in pump case.
- Corrosion resistant, engineered plastic tubing and fittings are easily removed for cleaning. Premium O-ring design fittings need only be hand tight to seal.

Impeller: F.D.A. compliant, glass filled Noryl®. Corrosion and abrasion resistant.

Diffuser (Guidevane): Bolt down diffuser provides positive alignment with impeller. Diffuser also has stainless wear ring for extended performance in abrasive conditions. F.D.A. compliant, injection molded, food grade, glass filled Lexan® for durability and abrasion resistance.

Tubing and Fittings: F.D.A. compliant engineered plastic is corrosion and U.V. resistant.

Powered for Continuous Operation: Pump ratings are within the motor manufacturer's recommended working limits. Can be operated continuously without damage.

Corrosion Resistant: Electro-coated paint process is applied inside and out, then baked on.

Protected Mechanical Seal: Special diaphragm design retains water in the casing at all times to ensure the mechanical seal can never run dry.

Excellent Air Handling Ability: After initial priming the pump has the ability to re-prime itself even when air gets into the system. Pumping resumes once the water level rises above the foot valve.

APPLICATIONS

Specifically designed for the following uses:

- Homes
- Cottages
- Booster service

SPECIFICATIONS

Pump:

- Pipe connections: 1 1/4" NPT suction and 1" NPT discharge
- Pressure switch: AS4 preset (30-50 PSI).

Motor:

- NEMA standard
- 60 Hz
- 1/2 - 1 1/2 HP, 115/230 V capacitor start
- Single phase
- 3500 RPM
- Built-in overload with automatic reset
- Stainless steel shaft
- Rotation: clockwise when viewed from motor end
- UL778 listed

Maximum temperature: 140°F.

SYSTEM COMPONENTS

- **Basic Pump Unit:** Includes pump with integral shallow well jet (nozzle and venturi), motor, pressure switch and tubing.

AGENCY LISTINGS



Canadian Standards Association



Underwriters Laboratories®

MODEL INFORMATION

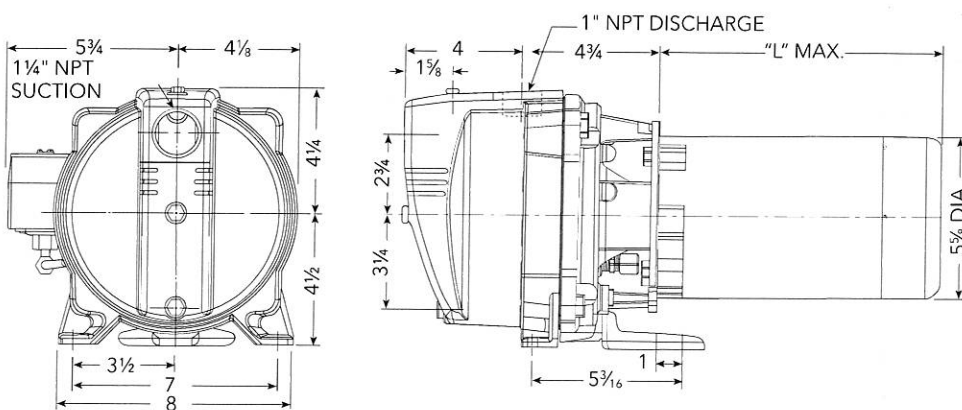
CSA Listed Order No.	U.L. Listed (Indoor use)® Order No.	HP
J5S	J5SUL	1/2
J5SH	J5SHUL	1/2
J7S	J7SUL	3/4
J10S	J10SUL	1
J15S	J15SUL	1 1/2

SHALLOW WELL PERFORMANCE RATINGS

HP/Model	½ HP - J5S						½ HP - J5SH						¾ HP - J7S						1 HP - J10S						1½ HP - J15S					
Nozzle	AN017						AN019						AN018						AN018						AN022					
Venturi	AD3332						AD3328						AD3336						AD3339						AD3342					
	Discharge Pressure - PSI						Discharge Pressure - PSI						Discharge Pressure - PSI						Discharge Pressure - PSI						Discharge Pressure - PSI					
Total Suction Lift (feet)	20	30	40	50	Max. Shut off (PSI)	20	30	40	50	60	Max. Shut off (PSI)	30	40	50	60	Max. Shut off (PSI)	30	40	50	60	Max. Shut off (PSI)	30	40	50	60	Max. Shut off (PSI)				
	Gallons per minute					Gallons per minute						Gallons per minute					Gallons per minute					Gallons per minute								
5	17.5	16.5	10.2	5.0	63	11.5	11.3	11.0	7.7	4.8	83	21.3	18.3	12.5	6.6	70	24.8	24.4	16.6	9.9	74	26.6	26.3	25.0	15.6	80				
10	15.7	14.4	9.2	4.3	61	10.3	10.0	9.6	7.0	4.2	81	18.8	17.3	11.3	5.0	68	22.9	22.2	15.8	8.6	72	24.7	24.3	22.6	13.9	77				
15	13.7	12.5	8.0	3.6	59	8.8	8.6	8.3	6.3	3.7	79	16.4	15.5	9.6	3.7	66	19.8	19.5	13.8	6.9	70	21.6	21.5	20.4	12.9	75				
20	11.5	10.4	7.1	2.3	57	7.0	7.0	6.8	5.8	3.2	76	13.6	13.2	8.3	2.0	63	16.6	16.6	12.2	5.6	67	18.1	18.0	17.6	12.0	73				
25	8.7	8.6	6.2	1.3	54	5.3	5.2	5.2	5.0	2.8	73	10.0	9.9	6.4	1.0	59	12.5	12.4	10.4	3.6	65	14.0	14.0	14.0	10.1	71				

DIMENSIONS AND WEIGHTS

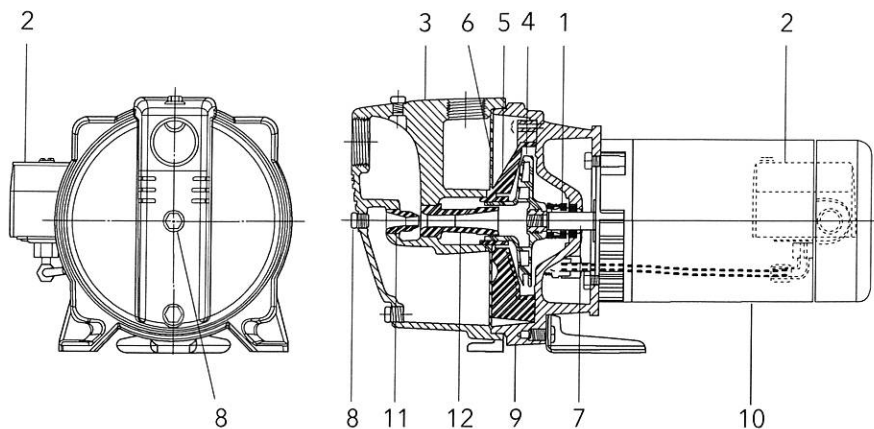
Model	J5S	J5SH	J7S	J10S	J15S
Wt. (lbs.)	43	43	47	50	60
Length	17¼	17¼	18¼	18¾	19¼
Width	9⅞				
Height	8¾				
HP	½	½	¾	1	1½
"L" Max.	8½	8½	9½	10	10½



(All dimensions are in inches and weights in lbs. Do not use for construction purposes.)

COMPONENTS

Item No.	Description
1	Mechanical seal
2	Pressure switch
3	Casing
4	Impeller
5	Diffuser (Guidevane)
6	Diaphragm
7	Stainless steel shaft
8	Nozzle clean-out plug
9	Motor adapter
10	Motor
11	Nozzle
12	Venturi (diffuser)



xylem
Let's Solve Water

Xylem Inc.
2881 East Bayard Street Ext., Suite A
Seneca Falls, NY 13148
Phone: (866) 325-4210
Fax: (888) 322-5877
www.gouldswatertechnology.com

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WHEN IT COMES TO CHEMICAL DISINFECTION AND STORAGE OF POTABLE WATER, OUR NEW TANK IS COMPLETELY MIXED UP.

[**MIXMASTER, THE SAFE RELIABLE WAY TO DISINFECT POTABLE WATER**]

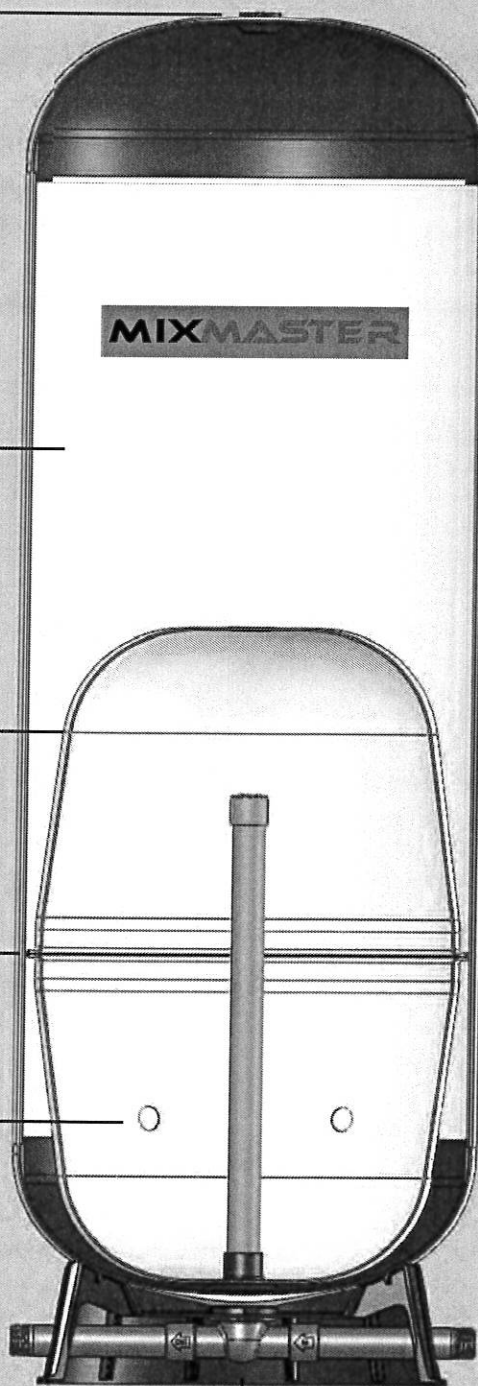
Water exits top of tank through stainless steel reinforced water connection

.8 baffle factor* means fewer tanks to maintain 4 log treatment and 20 minute contact time.

New Baffle design ensures uniform mixing and exceeds health agency contact time standards.

High-Strength Steel clench ring joins upper and lower water chambers.

Holes in lower water chamber allow partially mixed water to enter outer chamber.



Bottom T allows for purging of sediment

The board of health mandates water disinfection systems for businesses supplying potable well water to greater than 25 people,

Chemical disinfection using chlorine is generally considered the method of choice because it is reliable and practical.

Flexcon's new, MIXMASTER baffle tank is one of the most effective High Mixing Disinfection Systems currently available. It ensures uniform mixing, and sufficient residence time to meet the CT (contact time) standard set by most health agencies in the United States. This remains true even when water is flowing continuously.

With a .8 baffle factor*, it also takes up less space, because one tank does the work of 4 normal tanks.

MIXMASTER, like the water that comes out of it, the choice is clear.

*Testing by Water Quality Association

FLEXCON
INDUSTRIES
The Reliable Source*

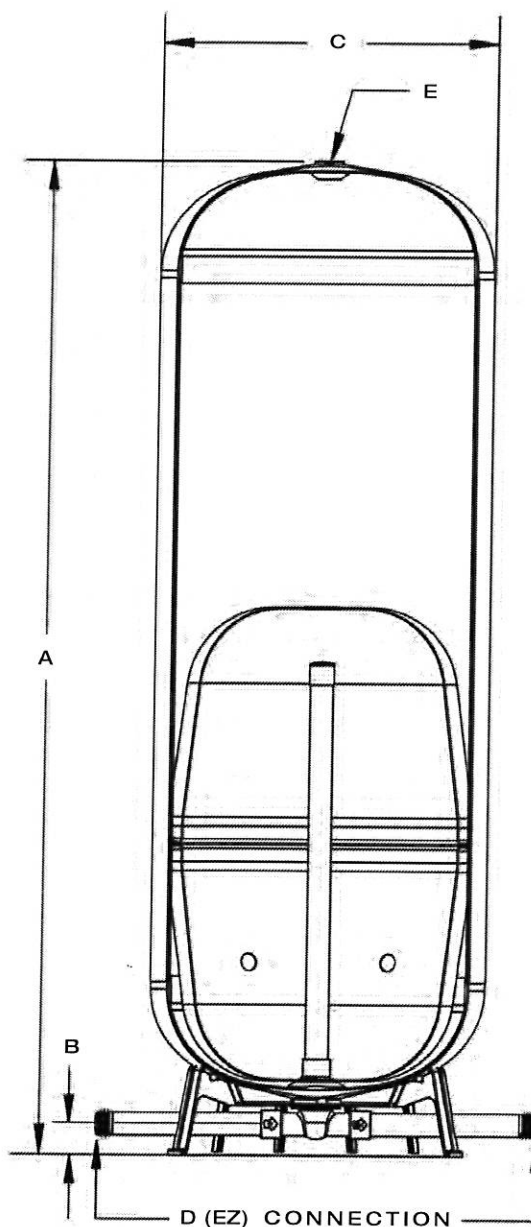
MIX

BAF

MATERIALS OF CONSTRUCTION

- *Top and bottom domes:* Injection molded copolymer polypropylene
- *Shell:* Extruded copolymer polypropylene
- *Outer shell:* Fiberglass-wound, coated with epoxy resin
- *Base:* Injection molded high-impact ABS
- *Connection:* Rigid Schedule 80 PVC
- *Top port fitting:* Stainless steel reinforced glass filled polypropylene insert molded into the top dome
- *Inner Baffle:* Copolymer polypropylene
- *Inner Standpipe:* Schedule 40 PVC with diffuser cap.

* .8 Baffle factor as tested by the Water Quality Association test labs.



COMPOSITE BAF TANK DIMENSIONS

Model	Total Tank Volume		A Height		B Floor to CL		C Diameter		D (EZ) Threaded connection	E FPT	Total Weight	
	gal	liters	in	cm	in	cm	in	cm			lbs	kg
BAF 80	80	303	57.0	108.0	2.25	5.7	24.0	61.4	1 1/4" npt	1 1/4"	73.0	33.0
BAF 120	119	450	72.1	181.6	2.25	5.7	24.0	61.4	1 1/4" npt	1 1/4"	83.5	38.0

Maximum working pressure: 100 psig. Maximum working temperature, internal & external: 120° F.

> www.flexconind.com
 > 781-986-2424
 > 300 Pond Street
 > Randolph, MA 02368

FLEXCON
INDUSTRIES
 The Reliable Source®

December 9, 2016

To the Governing Board
Nicasio Elementary School District
Nicasio, California

We have audited the financial statements of the governmental activities and each major fund of Nicasio Elementary School District for the year ended June 30, 2016. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards* as well as certain information related to the planned scope and timing of our audit. We have communicated such information to you in our annual engagement letter. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Nicasio Elementary School District are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the 2015-16 fiscal year. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has been notified of all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

To the Governing Board
Nicasio Elementary School District
Page two of three

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 9, 2016.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to management's discussion and analysis, budgetary comparison information, schedules of the proportionate share of the net pension liabilities, and schedules of contributions, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

To the Governing Board
Nicasio Elementary School District
Page three of three

Restriction on Use

This information is intended solely for the information and use of the Governing Board and management of Nicasio Elementary School District and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

STEPHEN ROATCH ACCOUNTANCY CORPORATION

Stephen Roatch

Stephen Roatch, Certified Public Accountant
President

STEPHEN ROATCH ACCOUNTANCY CORPORATION

Certified Public Accountants

Stephen Roatch - President
Habbas Nassar - Vice President

December 22, 2016

Management and Governing Board of
Nicasio Elementary School District
1111 Las Gallinas Avenue
San Rafael, CA 94913-4925

Year 2 of 3-year contract

This letter confirms that Nicasio Elementary School District has requested our firm to perform only the audit services described in this letter, and has not requested our firm to provide any specific internal control review or fraud audit service. This letter also confirms our understanding of the terms and objectives of our audit engagement and the nature and limitations of the services we will provide.

We are pleased to confirm our understanding of the services we are to provide Nicasio Elementary School District for the year ended June 30, 2017. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Nicasio Elementary School District as of and for the year ended June 30, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Nicasio Elementary School District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Government Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Nicasio Elementary School District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison information
3. Schedules of the proportionate share of the net pension liabilities
4. Schedules of contributions

We have also been engaged to report on supplementary information other than RSI that accompanies Nicasio Elementary School District's financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *2015-16 Guide for Annual Audits of K-12 Local Educational Agencies and State Compliance Reporting (K-12 Audit Guide)*, prescribed in the *California Code of Regulations*, Title 5, section 19810 and following, and will include tests of the accounting records of Nicasio Elementary School District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Nicasio Elementary School District's financial statements. Our report will be addressed to the Governing Board of Nicasio Elementary School District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Nicasio Elementary School District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Audit Procedures - General (Concluded)

We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions, as applicable. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform test of Nicasio Elementary School District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes, GASB 34 conversion entries, depreciation schedule, schedule of funding progress, schedules of the proportionate share of the net pension liabilities, schedules of contributions, and supplementary schedules and information (nonaudit services), as applicable, of Nicasio Elementary School District's in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements.

Management Responsibilities (Concluded)

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period; and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services (GASB 34 conversion entries, depreciation schedule, schedule of funding progress, schedules of the proportionate share of the net pension liabilities, schedules of contributions, and supplementary schedules and information, as applicable) we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and any other nonaudit services we provided and that you have reviewed and approved the financial statements and related notes and any other nonaudit services we provided prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

In accordance with Education Code 41020, audit reports will be filed with the County Superintendent of Schools, the California Department of Education, and the State Controller's Office by December 16th following the close of the fiscal year. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Stephen Roatch Accountancy Corporation and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Controller's Office or its designee, Department of Education, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Stephen Roatch Accountancy Corporation personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the State Controller's Office. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

Stephen Roatch, Certified Public Accountant (CPA) is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. We agree that our all-inclusive fee will be **\$8,000** for the fiscal year ended June 30, 2017. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. An additional fee will be charged for attending meetings with the District's Board, if deemed appropriate.

Engagement Administration, Fees, and Other (Concluded)

Either party may terminate this agreement at any time for any reason, providing 30 days written notice is given to the other party. It is understood that payment shall be made for services rendered to the point of termination.

It is agreed that the District will withhold ten (10) percent of the audit fee until the State Controller certifies that the report conforms to the reporting provisions of the *2015-16 Guide for Annual Audits of K-12 Local Educational Agencies and State Compliance Reporting (K-12 Audit Guide)*.

In accordance with Education Code Section 14505, it is further agreed that the District will withhold fifty (50) percent of the audit fee for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to reporting provisions of the *2015-16 Guide for Annual Audits of K-12 Local Educational Agencies and State Compliance Reporting (K-12 Audit Guide)*.

The State Controller of California has required that all Districts and auditors contracting for multi-year engagements include a stipulation that the contract is null and void if the auditor is declared ineligible to perform LEA audits.

In the event that the GASB, FASB, AICPA, GAO, OMB, or the Education Audit Appeals Panel's Office issues additional standards or audit procedures that require additional work during the audit period, we will discuss these requirements with you before proceeding further. Before starting the additional work, we will prepare an estimate of the time necessary, as well as the fee for performing the additional work. Our fee for addressing the additional requirements will be our standard hourly rates for each person involved in the additional work.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our applicable hourly rates, for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

Management and Governing Board of
Nicasio Elementary School District
December 22, 2016
Page Eight of Eight

In the event that we are or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of your intentional or knowing misrepresentation or provision to us of inaccurate or incomplete information in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us, defend us, and hold us harmless as against such obligations.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports. We have attached a copy of our latest external peer review report of our firm for your consideration and files. We are very pleased to participate in this review program as continued evidence of our emphasis on providing Nicasio Elementary School District, the highest quality audit.

This engagement letter is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We appreciate the opportunity to be of service to Nicasio Elementary School District and believe this letter accurately summarizes the significant terms of our engagement. If, after full consideration, you agree that the foregoing terms shall govern this engagement, please sign this letter in the spaces provided and return the original signed letter to our office, keeping a fully-executed copy for your records.

Sincerely,

STEPHEN ROATCH ACCOUNTANCY CORPORATION



Stephen Roatch, Certified Public Accountant
President

RESPONSE:

This letter correctly sets forth the understanding of Nicasio Elementary School District.

Management - Approved by:

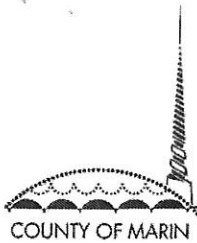
Name: _____

Title: _____

Date: _____

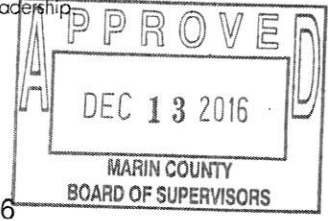
Governing Board - Acknowledged by:

Board President



DEPARTMENT OF FINANCE

Excellent and responsive fiscal leadership



Roy Given, CPA
DIRECTOR

Mina Martinovich, CPA
ASSISTANT DIRECTOR

Marin County Civic Center
3501 Civic Center Drive
Suite 225
San Rafael, CA 94903
415 473 6154 T
415 473 3680 F
CRS Dial 711
www.marincounty.org/dof

Board of Supervisors
County of Marin
Civic Center
San Rafael, CA 94903

December 13, 2016

Subject: 2016/2017 Annual Statement of Investment Policy

Dear Board Members:

Recommendation: Pursuant to Government Code Section 53646, the attached 2016/2017 Annual Statement of Investment Policy for funds managed by the treasurer's office for the County, schools, college, and Special Districts is submitted for your review and approval.

Summary: The policy has been reviewed and monitored by the County Treasury Oversight Committee. The committee's membership is listed below. The authority for the committee and their responsibilities are contained in Government Codes sections 27130-27137.

Additionally, the County Treasurer's investment pool is reviewed and monitored monthly by Fitch Ratings, an independent rating agency. Their report is attached. We continue with a rating of AAA/S. The County's AAA rating has been maintained since 1994.

The rating received is reflective of the outstanding work of the Treasury staff. Please call any one of us should you have any questions.

Alternative Recommendation: N/A

Reviewed by: ☒ Finance Department ☐ N/A
☐ County Counsel ☒ N/A
☒ Administrator ☐ N/A

Respectfully submitted,

Roy Given
Director of Finance

cc: Treasury Oversight Committee:

Matthew Hymel, County Administrator

Mary Jane Burke, Marin County Superintendent of Schools

Dan Hom, Special Districts Representative

Thomas Lohwasser, School Districts Superintendent Representative

Jean Bonander, Public Member

Roy Given, Director of Finance

Marin County School Districts

Special Districts

MCERA

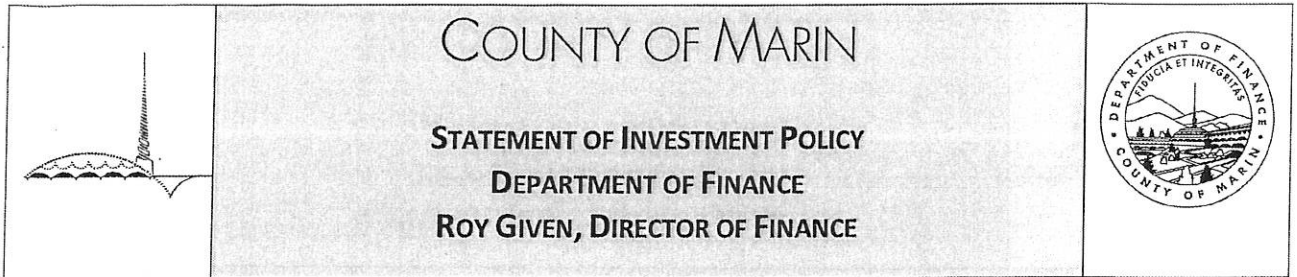
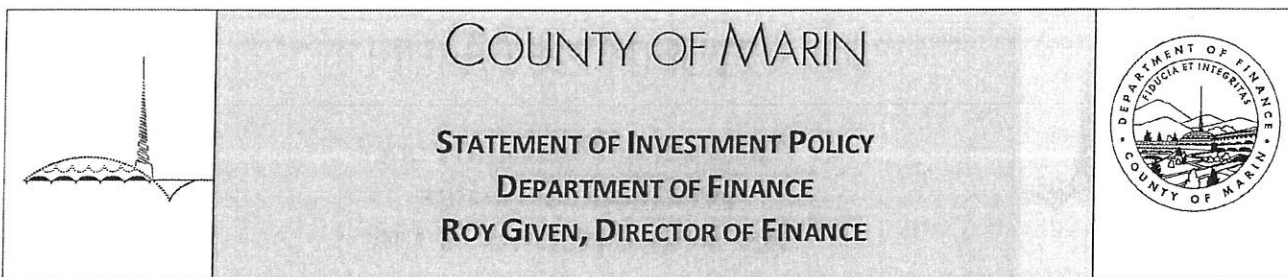


TABLE OF CONTENTS

	<i>Page</i>
1. OBJECTIVES	2
2. PARTICIPANTS	2
3. AUTHORIZED PERSONS	3
4. BIDS & PURCHASE OF SECURITIES	3
5. TERM	3
6. ALLOWED INVESTMENTS	4
7. PROHIBITED INVESTMENTS	6
8. BROKERS	7
9. WITHDRAWALS	7
10. SWAPS	7
11. LOSSES	7
12. DELIVERY & SAFEKEEPING	8
13. APPORTIONMENT OF INTEREST & COSTS	8
14. CONFLICT OF INTEREST	8
15. AUDITS	8
16. REVIEW	9
17. REPORTS	9
18. INVESTMENT POLICY	8
19. TREASURY OVERSIGHT COMMITTEE	9
20. DISASTER/BUSINESS CONTINUITY PLAN	10



Under the authority delegated to the Director of Finance by the Board of Supervisors and in accordance with the California Government Code, the following sets forth the investment policy of the County of Marin:

I. OBJECTIVES:

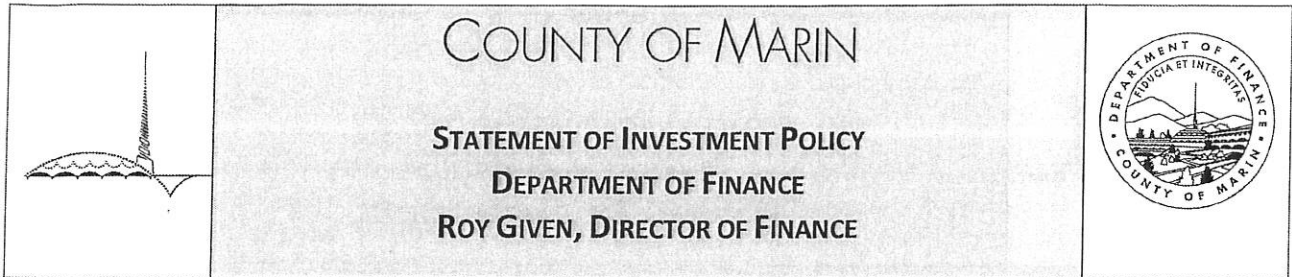
All funds on deposit in the County Treasury shall be invested in accordance with the California Government Code Sections 53600 et seq. and Sections 53639 et seq. to ensure:

- (a) **Preservation of capital** through high quality investments and by continually evaluating the credit of financial institutions approved for investment transactions, and securities considered and held in safekeeping;
- (b) Maintenance of sufficient **liquidity** to enable the participants and other depositors to meet their operating requirements;
- (c) A **rate of return** consistent with the above objectives.

2. PARTICIPANTS

Participants in the Marin County Pool are defined as Marin County, Marin Public School Agencies, Marin Community College, Marin County Office of Education, districts under the control of the County Board of Supervisors, autonomous/independent districts whose treasurer is the Director of Finance and any other district or agency approved by the Board of Supervisors and the Director of Finance using the County of Marin as their fiscal agent.

- (a) **Statutory participants** are those government agencies within the County of Marin for which the Marin County Treasurer is statutorily designated as the Custodian of Funds.
- (b) **Voluntary participants** are other local agencies that may participate in the Pooled Investment Fund, such as special districts and cities for which the Marin County Treasurer is not statutorily designated as the Custodian of Funds. Participation is subject to approval by the Director of Finance, and in accordance with California Government Code Section 53684.



3. AUTHORIZED PERSONS

Authorized persons for investment purposes include principal staff as designated by the Director of Finance on the Authorized Investor List. Designated Principal Staff shall make all investment decisions. To minimize the risk of disrupting the day to day business activities, Principal Staff shall use separate means of travel to attend training and conferences.

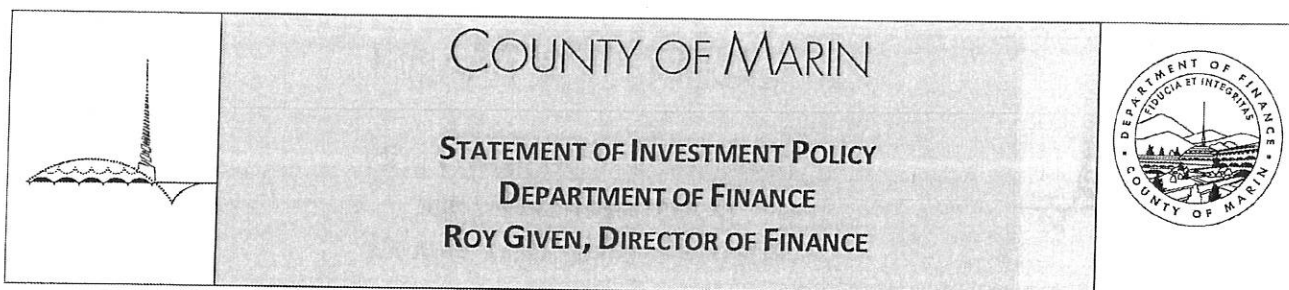
All investment decisions shall be made with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person acting, as a trustee, in a like capacity and familiarity would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the participants.

4. BIDS & PURCHASE OF SECURITIES

Prior to the purchase of an investment pursuant to this policy the persons authorized to make investments shall assess the market and market prices using information obtained from available sources including investment services, broker/dealers, and the media. Bids for various investments shall be evaluated considering preservation of capital as the most important factor, liquidity as the second most important factor and lastly, yield. Investments in commercial paper, bankers acceptances and certificates of deposit for each issuer shall be limited to five percent (5%) of Treasury assets, determined using the Treasury balance at the time of purchase, except that investments in overnight commercial paper shall be limited to seven percent (7%) of Treasury assets for any one issuer. The investment selected for purchase shall be that investment which in the opinion of the purchaser most clearly meets these objectives. All security transactions shall be documented at the time the transaction is consummated.

5. TERM

Maturities of investments in the Marin County Treasury Pool shall be selected based upon liquidity requirements. The maximum remaining term to maturity for an investment shall be three (3) years; except that, subject to the limitations set forth in Sections 53601 et seq. and 53635 et seq. of the California Government Code, the Director of Finance may authorize investments in U.S. Treasury obligations and/or U.S. and local agency obligations with a maximum remaining term to maturity that shall not exceed five (5) years. The weighted average maturity of the investment pool, to be determined at the time of purchase, shall not exceed 540 days to final maturity/call.



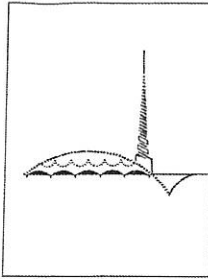
Capital Funds, Construction Funds, or money obtained through the sale of agency surplus property, may be invested by the Director of Finance in specific investments outside of the Pool provided the Director of Finance obtains written approval from the governing board of the County, School District or Special District. No investment shall have a remaining maturity in excess of five (5) years.

Proceeds of Debt Issues set aside for repayment of any County, School District, or Special District financings shall not be invested for a term that exceeds the term set forth in the financing documents.

6. ALLOWED INVESTMENTS

Pursuant to California Government Code Sections 53601 et seq. and 53635 et seq., the County Director of Finance may invest in the following subject to the limitations as set forth:

- (a) **United States Treasury obligations.**
- (b) **United States Agency obligations.**
- (c) **Securities of U.S. Government Agencies & Instrumentalities**
- (d) **State of California Bonds and Registered Warrants.**
- (e) **Bonds, Notes, Warrants** or other evidence of indebtedness of a **local agency** within the State of California.
- (f) **Bankers acceptances** not to exceed one hundred eighty (180) days to maturity or at the time of purchase thirty percent (30%) of the treasury fund balance.
- (g) **Commercial paper** of "prime" quality of the highest letter and numerical rating as provided for by Moody's Investors Service, Inc., or Standard and Poor's Corporation, to be chosen from among corporations organized and operating within the United States with assets in excess of \$500,000,000.00 and having an "A" or higher rating for the issuer's debt, other than commercial paper, as provided for by Moody's Investors Service or Standard and Poor's Corporation. Purchases of eligible commercial paper may not exceed two hundred seventy (270) days in maturity and may not exceed forty percent (40%) of the treasury fund balance.



COUNTY OF MARIN

STATEMENT OF INVESTMENT POLICY

DEPARTMENT OF FINANCE

ROY GIVEN, DIRECTOR OF FINANCE



(h) **Negotiable certificates of deposit** issued by a nationally or state-chartered bank, a state or federal association or by a state-licensed branch of a foreign bank selected on the basis of financial stability and credit rating criteria employed by the County Director of Finance. Negotiable certificates of deposit may not exceed thirty percent (30%) of the treasury fund balance.

(i) **Non-negotiable certificates of deposit (Time Deposits)** with a nationally or state-chartered bank or a state or federal association selected on the basis of financial stability, credit rating and reputation using criteria employed by the County Director of Finance fully collateralized at one hundred ten percent (110%) of market value with U.S. Government Securities, high-grade Municipal Bonds, instruments of federal agencies, including mortgage backed securities at one hundred fifty percent (150%) of market value with promissory notes secured by first deeds of trust upon improved residential real property as provided by the Government Code.

(j) **Medium-term Notes** rated "A" or better, to be chosen from among corporations with assets in excess of \$500,000,000.00 with a maturity not to exceed two years from the date of purchase. Purchase of eligible medium-term notes may not exceed thirty percent (30%) of the treasury fund balance.

(k) **Shares of beneficial interest issued by diversified management companies**, which are money market funds investing in securities and obligations as authorized by this investment policy. To be eligible for investment these companies shall attain the highest ranking or the highest letter and numerical rating provided by no less than two nationally recognized statistical rating organizations and have assets under management in excess of \$500,000,000.00. The purchase price may not include any commissions that these companies may charge, and the purchase of shares in any one mutual fund may not exceed ten percent (10%) of the treasury balance and the total invested may not exceed twenty percent (20%) of the treasury balance. Shares of beneficial interest issued by diversified management companies may include shares in investment trusts established under provisions of the California Joint Exercise of Powers Act.

(l) **Repurchase agreements** on any investment authorized by this investment policy where the term of the agreement does not exceed one year. The market value of securities that underlay a repurchase agreement shall be valued at one hundred two percent (102%) or greater of the funds borrowed against those securities, and the value shall be adjusted daily. The County Director of Finance or designee must approve any collateral substitution by the seller, and any new collateral should be reasonably identical to the original collateral in terms of maturity, yield, quality and liquidity.



(m) **California State Local Agency Investment Pool (LAIF)** operated by the State Treasurer's office.

(n) **Financial Institution Investment Accounts** All funds on deposit with the County shall be managed by the Director of Finance. The Director of Finance may, at his option, at the time of placement, place not more than five percent (5%) of the Treasury assets at the time of investment with a financial institution for the purpose of managing such funds. Securities eligible for purchase by the financial institution are limited to United States Treasury and Agency obligations with a "AAA" credit quality rating, must be held in the County's name in a third party custody account, may not have a remaining maturity in excess of three (3) years, and the account shall have an average maturity of 1.5 years or less. All security transactions shall be supervised and approved by designated staff on the Authorized Investor List.

Where a percentage limitation is specified for a particular category of investments, that percentage is applicable only at the time of purchase.

7. **PROHIBITED INVESTMENTS**

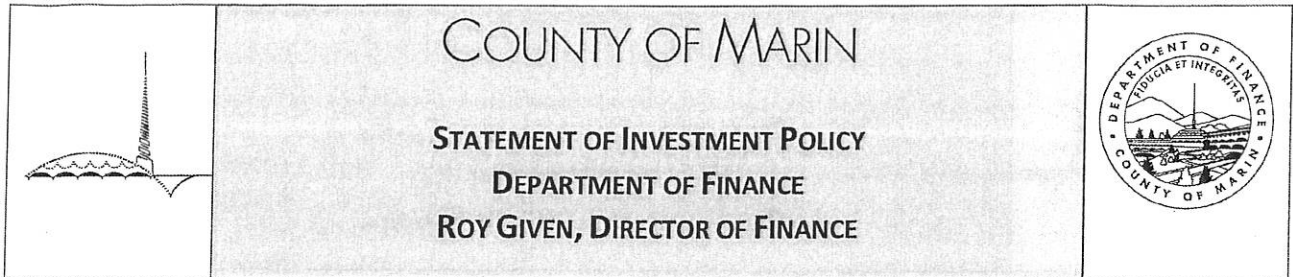
(a) The County Director of Finance **shall not invest** in any **Derivatives** such as inverse floaters, range notes, or interest only strips that are derived from a pool of mortgages or any security bearing a rate of interest which is not known at the time of purchase.

(b) The County Director of Finance shall not invest any funds in any security that could result in **zero interest accrual** if held to maturity or where there is a risk of loss of principal when held to maturity.

(c) **Reverse repurchase agreements**, securities lending agreements and all other investments that are not specifically allowed by this investment policy are prohibited.

(d) In accordance with Marin County's Nuclear Freeze Ordinance Measure "A" (Exhibit 1) as approved by the voters on November 4, 1986, the County is prohibited from investing in securities or other obligations of any corporation or business entity which is a **nuclear weapons contractor**.

Furthermore, said corporations or business entities that the County Director of Finance does invest in must file an affidavit as required by Measure "A" Section VI. B certifying that neither it, nor its parent company, affiliates or subsidiaries are nuclear weapons contractors. A copy of each affidavit received shall be sent to the Peace Commission.



8. *BROKERS*

Broker/dealers shall be selected by the Director of Finance upon recommendation by the Investment Officer or designated principal staff on the Authorized Investor List. Selection of broker/dealers shall be based upon the following criteria: the reputation and financial strength of the company or financial institution and the reputation and expertise of the individuals employed. The Director of Finance shall be prohibited from selecting any broker, brokerage firm, dealer, or securities firm that has, within any 48 consecutive month period following January 1, 1996, made a political contribution in an amount exceeding the limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board, any member of the Board of Supervisors, any member of the governing board of a local agency having funds held in the County Treasury, or any candidate for those offices. The broker/dealers shall be provided with and acknowledge receipt of the County Investment Policy.

9. *WITHDRAWALS*

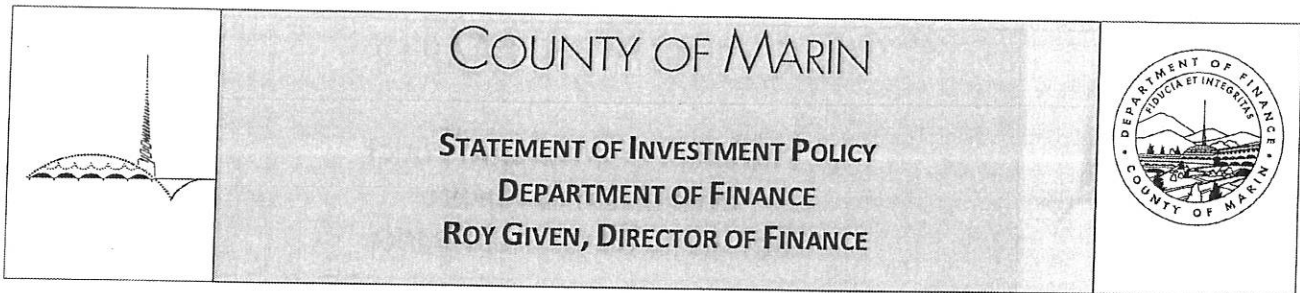
No withdrawals from the Marin County Pool shall be made for the purpose of investing and or depositing those funds outside the pool without the prior approval of the Marin County Director of Finance. The Director of Finance shall evaluate each proposed withdrawal to assess the effect the withdrawal will have upon the stability and predictability of the investments in the County Treasury. Approval shall be given unless the withdrawal will adversely affect the interests of the other depositors. Requests for withdrawals for the purpose of investing or depositing funds outside the pool shall be made in writing at least ten (10) business days in advance of the proposed withdrawal date. Notice in writing of at least five (5) business days shall be required for withdrawals in excess of \$250,000.00 for loan repayments, capital expenditures and any expenditure not in the ordinary course of operations.

10. *SWAPS*

Securities can be swapped for other approved securities with similar maturity schedules to gain higher rates of return. When a swap involves a change in liquidity, future cash needs shall be conservatively estimated.

11. *LOSSES*

Losses are acceptable on a sale before maturity, and may be taken if the reinvestment proceeds will earn an income flow with a present value higher than the present value of the income flow that would have been generated by the original investment, considering any investment loss or foregoing interest on the original investment.



12. DELIVERY & SAFEKEEPING

Delivery of all securities shall be through a third party custodian. Non-negotiable certificates of deposit and notes of local agencies may be held in the Director of Finance's safe. The County's safekeeping agent shall hold all other securities. No security shall be held in safekeeping by the broker/dealer from whom it was purchased. Settlement payment in a securities transaction will be against delivery only, and a Due Bill or other substitution will not be acceptable. Persons authorized under section three (3) who did not originate the investment transaction shall review all confirmations for conformity with the original transaction. Confirmations resulting from securities purchased under a repurchase agreement shall state the exact and complete nomenclature of the underlying securities purchased.

13. APPORTIONMENT OF INTEREST & COSTS

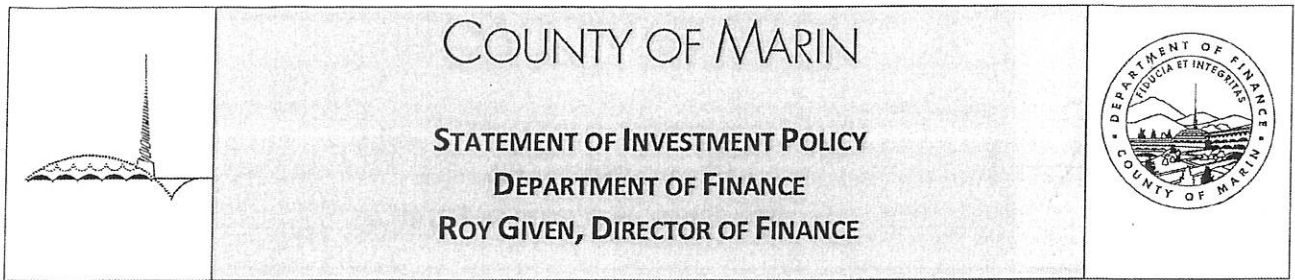
Interest shall be apportioned to all pool participants quarterly based upon the ratio of the average daily balance of each individual fund to the average daily balance of all funds in the investment pool. The amount of interest apportioned shall be determined using the cash method of accounting whereby interest will be apportioned for the quarter in which it was actually received. The Director of Finance shall deduct from the gross interest received those actual administrative costs relating to the management of the treasury including salaries and other compensation, banking costs, equipment purchased, supplies, costs of information services, audits and any other costs as provided by Section 27013 of the Government Code.

14. CONFLICT OF INTEREST

A member of the county treasury oversight committee, the County Director of Finance or County employees working in the Treasurer's office shall not accept honoraria, gifts, and gratuities from advisors, brokers, dealers, bankers, or other person with whom the county treasury conducts business, that are in violation of state law.

15. AUDITS

The County of Marin investment portfolio shall be subject to a process of independent review by the County's external auditors. The County's external auditors shall review the investment portfolio in connection with the annual county audit for compliance with the statement of investment policy pursuant to Government Code Section 27134. The results of the audit shall be reported annually to the Director of Finance and the Marin County Treasury Oversight Committee.



15.1 Compliance Audit: Government Code Section 27134

The Treasury Oversight Committee shall cause an annual audit to be conducted to determine the County Treasury's compliance with Article 6 of the Government Code. This audit may include issues relating to the structure of the investment portfolio and risk

16. REVIEW

The Director of Finance and designated staff will perform a monthly review of the investment function.

17. REPORTS

The Director of Finance shall prepare a monthly report listing all investments in the County Pool as of the last day of the month and a report of the average days to maturity and yield of investments in the County Pool. The Director of Finance shall also prepare a monthly report for all non-pooled investments. These reports shall be distributed to the Marin County Board of Supervisors, Superintendent of Schools, Marin Public School Agencies, Special Districts, non-pooled investors, the County's investment oversight committee, and any other participant upon request.

18. INVESTMENT POLICY

The County Director of Finance shall prepare and submit an annual statement of investment policy to the Board of Supervisors.

19. TREASURY OVERSIGHT COMMITTEE

Consistent with State law the County has established a Treasury Oversight Committee. The Committee includes representatives from the County of Marin, Superintendent of Schools' Office, School Districts and Special Districts. The Committee shall review and monitor the Investment Policy as contained in California Government Code Sections 27130 – 27137.



20. DISASTER /BUSINESS CONTINUITY PLAN

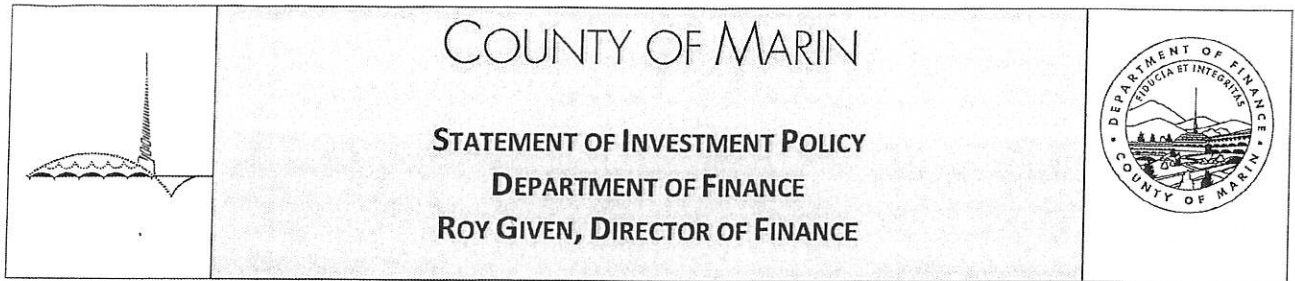
The County of Marin's banking and investment functions are mission critical and as such, the office must have a business continuity plan.

The goal of a disaster/business recovery plan is to protect and account for all funds on deposit with the county treasury and to be able to continue our banking and investment functions for all participants in the event of an occurrence (Earthquake, Fire, Pandemic or other event) which disrupt normal operations. Our plan provides for the ability to perform our banking and investment function at an off-site location under less than optimal conditions and, if needed, even outside our county.

In the event of an occurrence which precludes staff from being able to operate from our office, the attached plan (exhibit 2) will be activated. The plan includes:

- Scope
- Chain of Command
- Continuity Procedure
- Functions and Tasks to be performed
- Equipment and Emergency Packets
- Disaster Assignment
- Off-site locations

Normal processes may be modified in response to an occurrence. However, the county's investment policy shall be strictly followed.



Dated: July 1, 2016

Roy Given
Director of Finance

Reviewed and monitored by Marin Treasury Oversight Committee on
November 9, 2016

Approved by Marin County Board of Supervisors on
December XX, 2016

Attachments:

Exhibit 1 Marin County Nuclear Freeze Ordinance

Exhibit 2 Disaster/Business Continuity Plan

Exhibit 3 Authorized Investor List

MARIN COUNTY NUCLEAR FREEZE ORDINANCE

23.12.030 Prohibition against nuclear weapons, materials, and county contracts and investments.

The county of Marin is declared to be a nuclear-free zone.

(a) No person shall knowingly engage in any activity within the county, the purpose of which is the applied research, development, production, transport, deployment, launching, testing, maintenance or storage of nuclear weapons or components of nuclear weapons. Nor shall any person store, use, transport, or dispose of special nuclear material or nuclear waste within the jurisdiction of the county.

(b) The transportation of nuclear weapons, their fissionable components, and weapons-related nuclear material and wastes through the county on roadways, waterways, or in airspace regulated by preemptive state or federal law, in the interest of public health and safety, is subject to the following restriction:

(1) As to roadways which are within the exclusive jurisdiction of the county, transportation of such materials is prohibited,

(2) As to roadways which are demonstrably within the jurisdiction of the state or federal government, the county board of supervisors shall post as a regular monthly notice, once each month, in a newspaper of general circulation within the county the fullest description possible of any shipment of such material that has occurred that previous month, transported through or across the county by any means of transportation whatsoever.

(c) The county, nor any agent thereof, shall not make any contract with, or investments in, any nuclear weapons contractor.

(d) The county board of supervisors shall adopt a "peace conversion plan," and shall, within ninety days of the enactment of this chapter, establish a county peace conversion commission of not less than three or more than five members, which shall be comprised of volunteers from the community. The purpose of said commission shall be to divest the county, as a government entity, within two years of the adoption of the ordinance codified in this chapter, of all such existing prohibited investments or contracts held by it. Said commission shall:

(1) Conduct studies of existing county contracts and public fund investments with nuclear weapons contractors, and determine in which cases any reasonable alternative contract or investment exists, in a manner consistent with prudent investment policy, and mindful of the intent and purpose of this chapter. The commission shall further make regular reports to the county board of supervisors concerning the progress of said divestiture, listing the book value of remaining investments in nuclear weapons contractors.

(2) Identify those businesses presently existing and operating in the county, and those who have made application to the county, who are nuclear weapons contractors. The commission will be responsible for conducting a timely phase-out of nuclear weapons contractors from the county, and for insuring the smooth conversion of Marin County businesses to alternative work that is more consistent with the public welfare. For this purpose the commission shall solicit testimony from the public.

(Ord. 2924 § 4, 1986)

23.12.040 Exclusions.

Nothing in this chapter shall be construed to prohibit:

(a) Any activity not specifically described in this chapter;

(b) Research in and application of nuclear medicine or other pure research unrelated to nuclear weapons;

(c) Beneficial or peaceful uses of the technology such as smoke detectors, light-emitting watches and clocks, and other consumer products; or

(d) Activities of the federal and state governments that are preempted by existing law.

(Ord. 2924 § 5, 1986)

23.12.050 Notice and enforcement.

(a) The county is directed to install and maintain appropriate signs to be displayed at each ferry terminal, at Gness Field Airport, and on all the major roads leading into the county, at or near the county line, including, but not limited to, the following:

- (1) U. S. Highway 101 (both ends);
- (2) State Highway 1 (both ends);
- (3) State Highway 17;
- (4) State Highway 37;
- (5) Fallon-Two Rock Road;
- (6) Tomales-Petaluma Road;
- (7) Chileno Valley Road;
- (8) Marshall-Petaluma Road;
- (9) Point Reyes-Petaluma Road; identifying Marin as a nuclear-free zone and making reference to this chapter. Further, the county must notify the federal government and other appropriate authorities that this law has been enacted.

(b) Before any further public funds shall be invested by the county in the stock, securities or other obligations of any corporation or business entity, the county board of supervisors shall require that said corporation or business submit to the peace conversion commission an affidavit certifying that neither it, nor its parent company, affiliates or subsidiaries are nuclear weapons contractors.

(c) The county is directed to require of each city incorporated within Marin County that, in addition to any other information deemed necessary by its business license officer, that any application for a business license within a city in the county shall state whether or not said business is a nuclear weapons contractor.

(d) Each violation of this chapter shall be punishable by up to one-year imprisonment and/or a fine of up to five thousand dollars. Each day of violation shall be deemed a separate violation. Residents of Marin shall also have the right to enforce this chapter by appropriate civil actions for declaratory or injunctive relief. Reasonable attorneys' fees in enforcing this chapter shall be awarded as is appropriate.

(Ord. 2924 § 6, 1986)

Chapter 23.13 PEACE CONVERSION COMMISSION

Sections:

23.13.010 Findings.

23.13.030 Review of purchases and investments.

23.13.040 Affidavit required.

23.13.050 Alternative products and exceptions.

23.13.060 Designation of nuclear weapons contractors.

23.13.070 Hearing.

23.13.080 Emergencies.

23.13.010 Findings.

Chapter 23.12 of this Code was enacted by the voters of the County of Marin by the initiative process. The County of Marin desires to establish procedures for hearings to be conducted by the peace conversion commission, in order to promote and enhance the purpose of chapter 23.12 while safeguarding the constitutional rights of individuals and organizations affected thereby.

(Ord. 2979 § 1, 1988; Ord. 2963 § 1 (part), 1987)

23.13.030 Review of purchases and investments.

The names of any company with which the county contracts, or in which the county treasurer invests, shall be provided to the peace conversion commission. If the commission, on the basis of its review of the names of such companies, determines by majority vote of the commissioners present that any of the companies may be deemed to be a nuclear weapons contractor, the commission shall send any such company a preliminary affidavit. The preliminary

affidavit shall request information adequate for the peace conversion commission to determine whether the company is, at the time it completes the affidavit, per the criteria in Marin County's Nuclear Free Zone Law, a nuclear weapons contractor.

If the company does not provide a reply within forty-five days of the affidavit having been sent to it, or if the company does provide a reply which contains information that the commission determines, by majority vote of the commissioners, that the company is, pursuant to the criteria in Marin County's Nuclear Free Zone Law, a nuclear weapons contractor, then the commission shall provide all county departments which arrange contracts and investments with the name of that company. Thereafter, the county shall refrain from entering into any contracts with, or investments in, the companies deemed to be nuclear weapons contractors, except as otherwise provided in this chapter.

(Ord. 3368 § 1, 2003: Ord. 3205 § 1, 1994: Ord. 3194 § 1, 1994: Ord. 2979 § 3, 1988: Ord. 2963 § 1 (part), 1987)
(Ord. No. 3502, § I, 2008)

23.13.040 Affidavit required.

If county departments have been notified by the peace conversion commission to refrain from contracting with, or investing in, a company, in accordance with section 23.13.030 of this chapter, the county departments shall not thereafter do so without first procuring an affidavit from such company. The affidavit shall request information adequate for the peace conversion commission to determine whether the company is, pursuant to the criteria in Marin County's Nuclear Free Zone Law, at the time it completes the affidavit, a nuclear weapons contractor.

If the company does not provide a reply within forty-five days of the affidavit having been sent to it, or if the company does provide a reply which contains information that the commission determines, by majority vote of the commissioners, shows that the company is, pursuant to the criteria in Marin County's Nuclear Free Zone Law, a nuclear weapons contractor, the county shall not, except as provided for in this chapter arrange to contract with, or invest in that company.
(Ord. 3368 § 2, 2003: Ord. 3290 § 1, 1999: Ord. 3194 § 2, 1994: Ord. 2979 § 4, 1988: Ord. 2963 § 1 (part), 1987)
(Ord. No. 3502, § II, 2008)

23.13.050 Alternative products and exceptions.

(a) Alternative products. If the commission finds that a company is a nuclear weapons contractor, or if the company does not return the prescribed affidavit, but the county desires to proceed with the contract or investment, the county shall request the peace conversion commission to determine whether a reasonable alternative to the proposed product, service or investment is available from a company that has not been deemed to be a nuclear weapons contractor. If the commission determines that no reasonable alternative is available, it will, within twenty days notify the county that it may enter into the contract or investment requested. If the commission does not, within twenty days, act on a department's request, the transaction may be completed. If the commission identifies what it considers to be a reasonable alternative product, service or investment, which is available from a nonnuclear weapons entity, and if such an alternative is also considered reasonable by the county involved, the county shall carry out the transaction with the entity not deemed to be a nuclear weapons contractor. If the county department involved does not consider the product, service or investment provided by the commission-recommended, nonnuclear weapons entity to be a reasonable alternative to that provided by the company deemed to be a nuclear weapons contractor, the county may appeal to the board of supervisors. The decision of the board of supervisors shall be final.

(b) Urgency situations. In the event that a county department considers the need to arrange a transaction to be too urgent to wait for a regularly scheduled meeting of the peace conversion commission, the department may contact the chair or vice chair of the peace conversion commission to request immediate permission to complete a transaction. Under appropriate circumstances of urgency, the chair or vice chair may grant such permission. All such urgency grantings will be reported to the commission at its next regular meeting.

(c) If a contract is required by state or federal law to be let by competitive bidding to the lowest responsive bidder, such contract shall be deemed to have no reasonable alternative without the necessity of applying to the commission for permission to enter into the contract.
(Ord. 3368 § 3, 2003: Ord. 3290 § 2, 1999: Ord. 2963 § 1 (part), 1987)

23.13.060 Designation of nuclear weapons contractors.

All affidavits shall be filed with the peace conversion commission immediately upon receipt, along with a complete description of the transaction. If the commission, or its designated representative, believes that, notwithstanding execution of the affidavit, a contractor, vendor, corporation or business entity is a nuclear weapons contractor, the commission shall, within fifteen working days following receipt of the affidavit or affidavits, notify the director of purchasing or the county treasurer that it challenges the affidavit or affidavits. The notice shall specify the facts and evidence upon which the commission's challenge is premised. The director of purchasing, the county treasurer or the contractor, vendor, corporation or business entity may, within ten days of the notification, request in writing, a hearing before the commission. If a hearing is not requested, the commission's challenge shall be deemed justified and the transaction may not be completed or continued. Failure to request a hearing for any particular transaction shall not be deemed a waiver of the right to request a hearing with respect to any other transaction.
(Ord. 3194 § 3, 1994: Ord. 2979 § 5, 1988: Ord. 2963 § 1 (part), 1987)

23.13.070 Hearing.

The commission shall, upon receipt of a request for hearing, schedule the hearing not later than ten working days thereafter. The party who requests the hearing shall be entitled, as a matter of right, to a continuance of not more than ten working days to allow the party to investigate the commission's data and procure witnesses.

The hearing shall be public and shall be conducted before the commission or a committee thereof, as determined by the commission.

The presiding officer of the commission shall conduct the hearing and determine all questions of evidence and procedure. The hearing shall be conducted and evidence received and considered in accordance with the provisions of Government Code, Sections 11513 and 11514, insofar as they are applicable. The commission shall have the burden of proof and the burden of going forward with evidence.

Within three days following the conclusion of the hearing, the commission shall render a decision and set forth the basis for its decision in writing.

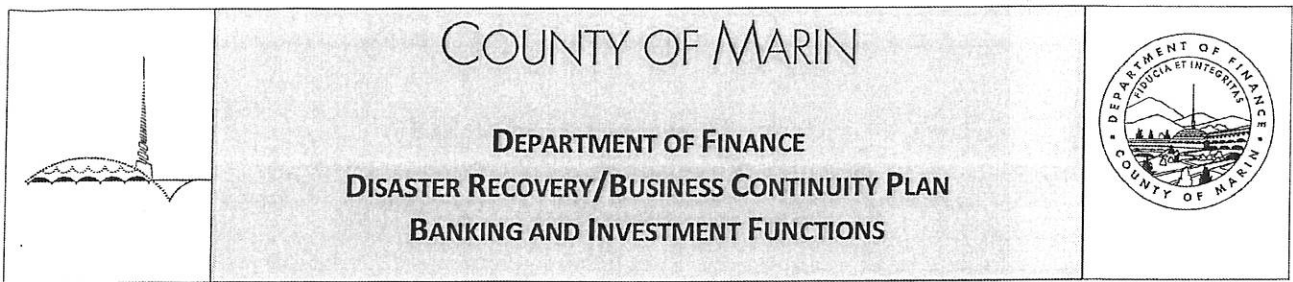
Any person aggrieved by a decision of the commission may appeal its decision to the board of supervisors by filing a written appeal with the clerk of the board within ten working days from the date of rendition of the commission's decision. The board of supervisors shall consider the matter de novo, and its decision shall be final.

(Ord. 2963 § 1 (part), 1987)

23.13.080 Emergencies.

The provisions of this chapter shall not apply to contracts which involve essential products during an emergency which poses an immediate threat to life, public safety or property.

(Ord. 2979 § 6, 1988: Ord. 2963 § 1 (part), 1987)



Scope

The County of Marin's banking and investment functions are mission critical. As such, the Treasurer's office must have a Disaster/Business Continuity Plan in place. In the event we are unable to operate from our office, the plan shall be activated. Periodically, the plan shall be tested.

The plan's goal is to protect and account for all funds on deposit with the county and to be able to continue our banking and investment functions for all participants in the event of occurrence (earthquake, fire, pandemic, or other event) which disrupts normal operations.

Chain of Command

The chain of command shall be in the order of "authorized persons" as identified in the Statement of Investment Policy, item 3.

Continuity Procedure

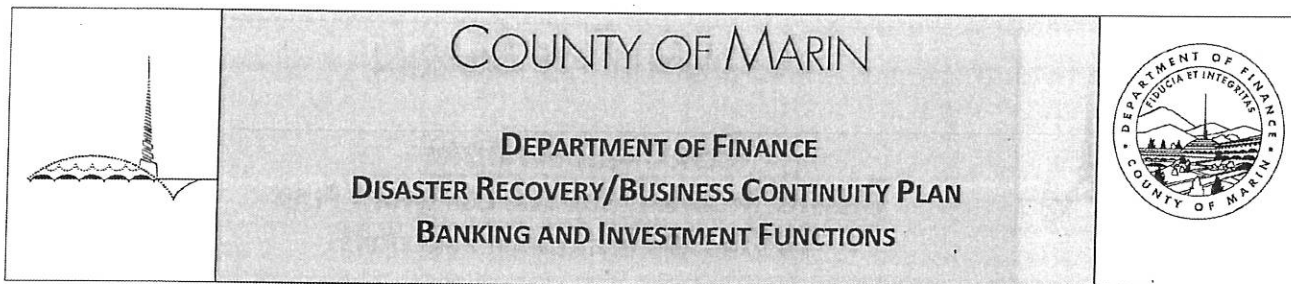
In the event we are unable to conduct normal business operations, the authorized persons shall interact with one another by home phone, email or cell to decide on the alternate location. If unable to contact one another, the authorized persons shall through the county's office of emergency services establish contact with one another.

Functions & Tasks to be Performed

Recognizing we may be operating in less than optimal conditions, the primary functions are to protect and continue to account for all funds on deposit with the county. While normal processes may be modified, the investment policy shall be strictly followed.

Tasks to be performed include:

- ◆ Daily cash work up
- ◆ Investment of maturing securities and any daily deposits after making an allowance for checks/wires expected to clear
- ◆ Daily cash and bank reconciliation
- ◆ For deposits, the treasurer's office will notify county departments, special districts and schools of any changes to their deposit location. Deposits to any account other than those established by the treasurer's office are prohibited.
- ◆ Disbursement activity will be coordinated with the County Director of Finance

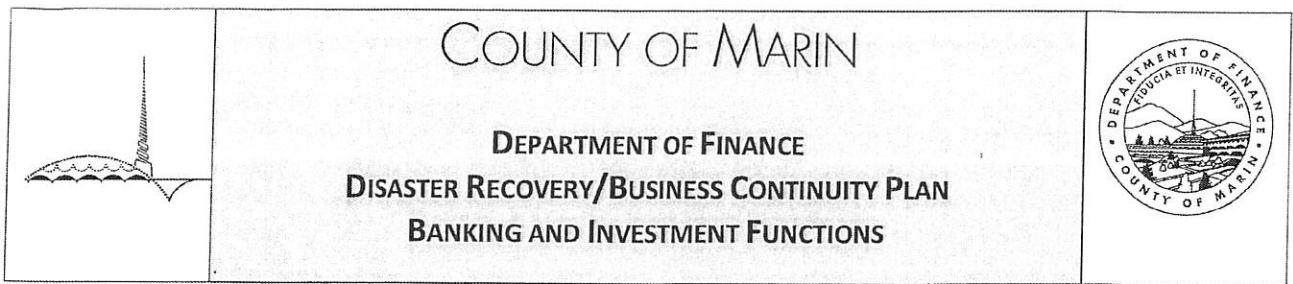


Equipment and Emergency Packets

The Authorized Investor List shall designate authorized staff to have the following equipment such that either of them may carry out the plan. In the event none of the authorized persons are able to respond, the county's office of Emergency Services shall have a copy of this plan in a secured location within their office. All policies and procedures of this plan shall be provided to the County Administrator and County Director of Finance.

The following equipment and items for the emergency packets are:

- ◆ Laptop with wi-fi connectivity
- ◆ All software that is currently in use shall be loaded on each laptop and be set up for remote access.
- ◆ Copy of the Investment Policy and the Disaster/Continuity Recovery Plan
- ◆ Updated monthly report of investments
- ◆ Sign on instructions to access the county's financial accounting system, online banking and securities safekeeping
- ◆ Listing of the home phones and addresses, cell, email addresses of the "authorized persons" and treasury staff. Listings shall also include the County Administrator, County Director of Finance, County Counsel and the Office of Emergency Services.
- ◆ Bank, Authorized Broker/Dealers, Bloomberg and Security Safekeeping names, contact numbers including fax and addresses
- ◆ All district, county and school bank signature cards
- ◆ Contact names, numbers, email and addresses of each agency whose funds are held within the county.
- ◆ Emergency check stock will be housed in the Office of Emergency Services located at 1600 Los Gatos Drive (50 checks)*



Disaster Assignment

The "authorized persons" in the treasurer's office including support staff are to be considered official Disaster workers and are assigned to support our Disaster/Business Recovery Plan. Each shall have on their possession their County of Marin Identification Card.

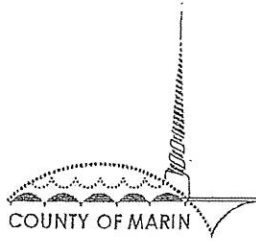
The level of disruption and assigned work location will be determined by the Director of Finance, or those individuals indicated on the Authorized Investor List. All related costs shall be absorbed by the Treasurer's office and reimbursed pursuant to Government section 27013.

In all cases, the safety of treasury personnel is paramount. In no event should our alternate location or alternate procedure be employed if doing such would put an individual in danger.

* Emergency checks are issued from a separate account which is linked to the County's main account. These checks are to be used only if this plan is activated and the county is unable to issue payments. Authorized signers for these checks are designated on the Deposit Account Documentation Signature Card and include the Director of Finance, those individuals authorized under the Authorized Investor List and the County Administrator. In the event that check stock cannot be accessed, electronic payments through the County's banking services can be originated.

Failing the ability to operate from our office, our operations will move in this order of priority:

- ◆ Location determined by the County Office of Emergency Services or County Administrator
- ◆ A bank operation center as authorized by our Global Banking Client Manager (which may be reside outside the County Marin)



TREASURER

DIVISION OF THE DEPARTMENT OF FINANCE

AUTHORIZED INVESTOR LIST COUNTY OF MARIN

FY 2016-2017

Effective: Oct 1, 2016

Investment Purposes:

1. To make investment decisions
2. To recommend brokers
3. To perform a review of the investment function

Authorized Persons:

Authorized to make investment decisions for with a maturity of up to five years:

- Roy Given * Director of Finance

Authorized to make investment decisions for with a maturity of up to three years:

- Karen Shaw * Division Chief, Finance
- Mina Martinovich Assistant Director of Finance

Authorized to make investment decisions for short term investments with a maturity of up to six months (180) days:

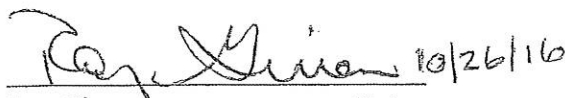
- Sandra Arebalo * Senior Accountant –Treasury

Authorized to make investment decisions for short term investments with a maturity of up to ninety (90) days:

- Anu Bagchi Division Chief, Accounting
- Sandra Kacharos Division Chief, Tax

**Authorized for equipment and emergency packets as defined under the Disaster/Business Continuity Plan*

Approved:



Roy Given
Director of Finance

Date

California Department of Education

Form J-13A

**REQUEST FOR ALLOWANCE OF ATTENDANCE
BECAUSE OF EMERGENCY CONDITIONS
Form J-13A (Rev. 01-05)**

School District (or Charter School) Name: Nicasio School District
School District (or Charter School) Address: 5555 Nicasio Valley Road Nicasio, CA 94946
County-District Code: 21-65409
County Name: Marin

This form replaces the Form J-13A (Rev. 4-90) and should be used to obtain approval of attendance and instructional time credit under one or more of the following conditions:

- When one or more schools were closed because of conditions described in *Education Code* Section 41422
- When one or more schools were kept open but experienced a material decrease in attendance because of conditions described in *Education Code* Section 46392
- When attendance records have been lost or destroyed as described in *Education Code* Section 46391

Approved credit for instructional time may be used in conjunction with regular instructional days to satisfy the requirements of *Education Code* Section 37202 (equal length of instructional time among schools within a district).

A separate form should be submitted for each emergency event, but credit may be requested for more than one school and under one or more of the foregoing conditions on the same form. Each separate form must include the affidavit of the governing board members and the county superintendent before it can be approved by the State Superintendent of Public Instruction.

The original form (with the board members' affidavit) and two copies should be filed with the county superintendent of schools. If the county superintendent approves the request, he or she should execute the affidavit certifying that approval and forward all pages of the original and one copy of the form to:

Office of Principal Apportionment and Special Education
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814

This form consists of five preprinted pages. Pages 1 and 5 (5C for charter schools) must accompany all submissions. Page 4 (Lost or Destroyed Attendance Records) will not need to be submitted by most districts. Multiple copies of Pages 2 and/or 3 may have to be submitted when claims are made on a school-by-school basis.

SCHOOL CLOSURE

Nature of Emergency (describe):

Due to a series of storms, Nicasio School suffered power outages on two separate occasions. P

Name of School(s):
(if request covers all schools, write "all schools")

Nicasio School - single school district

School Code(s):

21-65409-60244

We request that apportionments be maintained and instructional time credited for the above named school(s) without regard to the fact that the school(s) were closed on (dates):

January 4, 2017 and January 19 and 20, 2017 (three days total)

because of the described emergency. Approval of this request authorizes the local educational agency to disregard these days in the computation of average daily attendance (ADA) (per Section 41422) and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to *Education Code* Section 46200, et seq.

If the school closure resulted from a power outage or impassable roads caused by inclement weather, state the number of school closure days for the same conditions in each of the last five years:

November 30, 2012 and December 12, 2014

MATERIAL DECREASE

Nature of Emergency (describe):

Name of School:
(if request covers all schools, write "all schools")

School Code(s):

We request the substitution of estimated days of attendance for actual days of attendance in accordance with the provisions of Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of apportionments for the foregoing school(s) for (dates) _____ during which school attendance was materially decreased because of the described emergency.

Estimated attendance for each day (October or May ADA): _____ students per day.
Estimated daily attendance multiplied by number of days of material decrease, yields _____ days of attendance requested.

State method of determining estimated daily attendance (October or May ADA):

ADA for school month beginning on _____, 2⁰¹⁷ and ending on _____, 2⁰¹⁷.

Actual apportionable attendance for days of material decrease:

Site	Date	Actual Attendance
------	------	-------------------

LOST OR DESTROYED ATTENDANCE RECORDS

We request the use of estimated attendance in lieu of attendance that cannot be verified because of the loss or destruction of attendance records. This request is made in accordance with Section 46391. The entire period covered by the lost or destroyed records commences with _____, 2⁰¹⁷ , up to and including, _____, 2⁰¹⁷ .

Describe circumstances and extent of records loss or destruction:

Describe how it is proposed to reconstruct attendance records or estimate attendance in the absence of records:

We, members constituting a majority of the governing board of the _____ Nicasio
_____ school district, hereby swear (or affirm) that the foregoing
statements are true and are based on official district records.

Signatures

of Marin County, California

Phone: 415-662-2184 Fax : 415-662-2250 E-mail: office@nicasioschool.org

Phone: _____ Fax : _____ E-mail: _____

AFFIDAVIT OF CHARTER SCHOOL GOVERNING BOARD MEMBERS

We, members constituting a majority of the governing board of the _____
 _____ charter school, hereby swear (or affirm) that the foregoing
 statements are true and are based on official district records.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Printed Names

Signatures

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this 2nd day of February, 2017.

Signature, Title _____
 of Marin County, California

Contact/Individual responsible for preparing this form:

Name: _____ Title: _____

Phone: _____ Fax : _____ E-mail: _____

Approval by Superintendent of Authorized Local Educational Agency (LEA)

Signature, Title _____
 of _____ (LEA).

AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct
 to the best of my knowledge and belief.

Signature, County Superintendent of Schools _____
 Date: _____

Subscribed and sworn (or affirmed) before me, this 2nd day of February, 2017.

Signature, Title _____
 of Marin County, California

Contact/Individual responsible for preparing this form:

Name: _____ Title: _____

Phone: _____ Fax : _____ E-mail: _____

NICASIO SCHOOL DISTRICT

MEMO

DATE: February 2, 2017

TO: Nicasio School District Board of Trustees; Dr. Thomas Lohwasser, Superintendent

FROM: Margie Bonardi, Interim CBO

RE: Prop 39 Funding and Project status

I had an opportunity to speak with the Marin County Community Development Agency representative, Dana Armanino. I was following up on an email the district received this past August outlining next steps for district identified energy projects. Also included was the most current spread sheet listing current district allocations (attached). As you will see, Nicasio School District's current allocation is \$ 66,419.

Dana also wanted to be sure districts understood the important deadlines for both district projects and funding requests. As of today, Nicasio has identified three (3) projects:

1. Lighting improvements (completed - Cost \$ 8,745))
2. Replacement of thermostats (status: project as reported to CEC will need to be updated to include more units and greater cost. Current quote will be updated).
3. Heater replacement: (status: questions were raised with vendor; will the district be able to justify cost savings with newer heaters. Currently, all but one heater does not heat water).

Any project in addition to the three listed above, will need to be submitted to CEC for approval.

IMPORTANT DEADLINES

- **August 1, 2017** - the CEC has just announced that this is the date by which a district can submit an Energy Expenditure Plan. So if you have not yet submitted your final plan to access all of your funding, you will need to get on that as soon as possible.
- **June 30, 2018** – LEA's final encumbrance date – As defined by the Dept of Education, an encumbrance is "a commitment in the form of a purchase order or offer to buy goods or services". Basically, you have until June 30, 2018 to either submit a purchase order for equipment or sign a contract to install a project.
- **June 30, 2020** – final date by which all projects must be completed
- **June 30, 2021** – Final date by which final reports must be submitted

Schedule of Total Award Allocations for the Proposition 39 - California Clean Energy Jobs Act

* LEAs that elected to receive two years of funding in one year will have a \$0 award allocation in the following year since they have already received that award allocation in the prior year.
** The EEP amount approved are as of October 3, 2016, and may change to reflect additional approved and amended EEPs.
*** To be paid from future year award allocations.

County Name	County Code	District Code	School Code	Charter Number	Charter Fund Type	Local Educational Agency	Energy Expenditure Plan (EEP) Amount Approved**	2013–14		2014–15		2015–16		2016–17		Totals					EEP Funds Remaining***
								Election Two Year Funding*	Award Allocation	Election Two Year Funding*	Award Allocation	Election Two Year Funding*	Award Allocation	Election Two Year Funding*	Award Allocation	Total Award Allocation	Planning Funds Paid	EEP Funds Paid	Funds Returned	Award Allocation Remaining	
Marin	21	10215	0000000			Marin Co. Office of Education	\$0	Y	\$105,766		\$0	Y	\$103,370		\$0	\$209,136	\$0	\$0	\$0	\$209,136	\$0
Marin	21	10215	2130102	0087	L	Phoenix Academy	\$0		\$15,030		\$15,035	Y	\$30,156		\$0	\$60,221	\$0	\$0	\$0	\$60,221	\$0
Marin	21	65300	0000000			Bolinas-Stinson Union Elementary	\$0	Y	\$101,236		\$0		\$50,555	Y	\$30,958	\$182,749	\$0	\$0	\$0	\$182,749	\$0
Marin	21	65318	0000000			Dixie Elementary	\$91,126		\$103,284		\$103,165		\$103,140		\$103,850	\$413,439	\$0	\$91,126	\$0	\$322,313	\$0
Marin	21	65334	0000000			Kentfield Elementary	\$487,948		\$100,678		\$100,598		\$100,643		\$101,025	\$402,944	\$25,000	\$276,919	\$0	\$101,025	\$211,029
Marin	21	65342	0000000			Laguna Joint Elementary	\$42,222	Y	\$30,064		\$0	Y	\$30,236		\$0	\$60,300	\$0	\$42,222	\$0	\$18,078	\$0
Marin	21	65359	0000000			Lagunitas Elementary	\$0	Y	\$101,140		\$0		\$50,630		\$50,826	\$202,596	\$0	\$0	\$0	\$202,596	\$0
Marin	21	65367	0000000			Larkspur-Corte Madera	\$496,940		\$101,883		\$101,747		\$101,816		\$102,330	\$407,776	\$101,883	\$203,563	\$0	\$102,330	\$293,377
Marin	21	65375	0000000			Lincoln Elementary	\$43,641	Y	\$30,000		\$0	Y	\$30,000		\$0	\$60,000	\$0	\$43,641	\$0	\$16,359	\$0
Marin	21	65391	0000000			Mill Valley Elementary	\$0		\$121,805		\$112,463		\$101,393		\$159,012	\$494,673	\$121,805	\$0	\$0	\$372,868	\$0
Marin	21	65409	0000000			Nicasio	\$8,745	Y	\$30,064		\$0		\$15,000	Y	\$30,100	\$75,164	\$0	\$8,745	\$0	\$66,419	\$0
Marin	21	65417	0000000			Novato Unified	\$1,214,815		\$340,033		\$299,321		\$271,630		\$417,774	\$1,328,758	\$130,000	\$780,984	\$0	\$417,774	\$433,831
Marin	21	65417	6113229	0089	D	Novato Charter	\$160,475		\$50,060	Y	\$100,096		\$0	Y	\$100,264	\$250,420	\$50,060	\$100,096	\$0	\$100,264	\$60,379
Marin	21	65425	0000000			Reed Union Elementary	\$34,769		\$100,633		\$100,457		\$100,214		\$100,810	\$402,114	\$100,633	\$34,769	\$0	\$266,712	\$0
Marin	21	65433	0000000			Ross Elementary	\$0	Y	\$100,032		\$0		\$50,000	Y	\$100,000	\$250,032	\$50,016	\$0	\$0	\$200,016	\$0
Marin	21	65458	0000000			San Rafael City Elementary	\$0		\$205,015		\$188,504		\$180,128		\$281,658	\$855,305	\$0	\$0	\$0	\$855,305	\$0
Marin	21	65466	0000000			San Rafael City High	\$0		\$113,619		\$86,466		\$83,768		\$133,473	\$417,326	\$0	\$0	\$0	\$417,326	\$0
Marin	21	65474	0000000			Sausalito Elementary	\$163,152	Y	\$103,802		\$0	Y	\$103,552		\$0	\$207,354	\$51,901	\$155,453	\$0	\$0	\$7,699
Marin	21	65474	6118491	0351	D	Willow Creek Academy	\$64,939		\$52,471	Y	\$103,898		\$0		\$52,809	\$209,178	\$52,471	\$64,939	\$0	\$91,768	\$0
Marin	21	65482	0000000			Tamalpais Union High	\$0		\$151,874		\$138,713		\$129,312		\$218,600	\$638,499	\$130,000	\$0	\$0	\$508,499	\$0
Marin	21	65516	0000000			Union Joint Elementary	\$40,152	Y	\$30,000		\$0	Y	\$30,052		\$0	\$60,052	\$0	\$40,152	\$0	\$19,900	\$0
Marin	21	73361	0000000			Shoreline Unified	\$0		\$54,384	Y	\$107,298		\$0		\$54,330	\$216,012	\$54,354	\$0	\$0	\$161,658	\$0
Marin	21	75002	0000000			Ross Valley Elementary	\$72,251		\$88,476		\$80,810		\$73,495		\$115,722	\$358,503	\$88,476	\$72,251	\$0	\$197,776	\$0

NICASIO SCHOOL DISTRICT

MEMO

DATE: February 2, 2017

TO: Nicasio School District Board of Trustees; Dr. Thomas Lohwasser, Superintendent

FROM: Margie Bonardi, Interim CBO

RE: Phone System Upgrade / Replacement

During Winter Break, storm-related power outages knocked Nicasio School's phone system out of service. Sound and Signal was able to bring it back online.

According to Joel Griffiths from Sound and Signal, "the existing phone system is unable to protect the systems database when the power fails. Normally, a small back up battery would preserve the database, however, the portion of the motherboard that governs the preservation of the database has failed." Joel feels the system is on "life support" at this time. The company Nicasio School purchased the system from is no longer in business, and parts are very hard to find. Joel has managed to find a back-up that is currently working, but he had to find it on EBay.

I asked Joel if he would do a preliminary estimate of costs to replace the current phone system. He submitted estimates: they include a simple solution as well as more complex, wireless solution. This will be an important budget tool when looking at future facilities needs:

1. \$6,000 to \$8,000 for a simple system to replace what we have.
2. \$18,000 to \$20,000 for a networked, IP-based system with voice mail and all of the features. This cost would not include any upgrading to the network, which may be necessary.

I have asked Mark Tong to look over the current system and to review these estimates with Joel. Mark is both very knowledgeable about existing technology and knows what will work at Nicasio School. He will provide his own recommendations to the board.

NICASIO SCHOOL DISTRICT

MEMO

DATE: February 2, 2017

TO: Nicasio School District Board of Trustees; Dr. Thomas Lohwasser, Superintendent

FROM: Margie Bonardi, Interim CBO

RE: Public Disclosure of Collective Bargaining Agreement between the Nicasio School District and Nicasio Teachers' Association (NTA) / Updated Salary Schedules effective 7/01/16

Packet contains:

1. Completed AB 1200 forms required to be submitted to the Marin County Office of Education
2. Tentative Agreement approved by the board at their December 7, 2016 meeting
3. Revised salary schedules effective July 1, 2016 for the Nicasio Teachers' Association, unrepresented Classified Management and unrepresented Classified Staff

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT	
CERTIFICATION	
NicasioSchool District	
<p>The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB-1200, AB-2756 and GC 3547.5.</p> <p><i>To be signed by the District Superintendent <u>AND</u> Chief Business Official upon submission to the Governing Board and by the Board President upon formal Board action on the proposed agreement.</i></p> <p><u>Signatures of District Superintendent and Chief Business Official must accompany copy of disclosure sent to the County Superintendent for Review 10 days prior to board meeting ratifying agreement.</u></p>	
<p><u>We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.</u></p>	
<p style="text-align: center;">District Superintendent (signature)</p>	<p style="text-align: center;">Thursday, February 02, 2017 Date</p>
<p style="text-align: center;">Chief Business Official (signature)</p>	<p style="text-align: center;">Thursday, February 02, 2017 Date</p>
<p><i>After public disclosure of the major provisions contained in this document, the Governing Board, at its meeting on Dec 7, 2016, took action to approve the proposed Agreement with the Bargaining Unit.</i></p>	
<p style="text-align: center;">President, Governing Board (signature)</p>	<p style="text-align: center;">Thursday, February 02, 2017 Date</p>

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

FISCAL IMPACT IN CURRENT YEAR AND TWO SUBSEQUENT YEARS

NicasioSchool District

General Fund Combined

Current Fiscal Year 2016-2017

(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
Latest Board- Approved Budget Before Settlement as of: 3/15/2015	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed Bargaining Agreements)	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)

A. Revenues and Other Financing Sources

1. LCFF/Revenue Limit Sources	8010-8099	\$ 681,125			\$ 681,125
2. Federal Revenue	8100-8299	31,895			31,895
3. Other State Revenues	8300-8599	29,388			29,388
4. Other Local Revenues	8600-8799	273,342			273,342
5. Other Financing Sources	8900-8999				-
6. Total (sum lines A1 thru A5)		1,015,750	-	-	1,015,750

B. Expenditures and Other Financing Uses

1. Certificated Salaries	1000-1999	\$ 214,937	\$ 4,119		\$ 219,056
2. Classified Salaries	2000-2999	157,819			157,819
3. Employee Benefits	3000-3999	103,769	705		104,474
4. Books and Supplies	4000-4999	44,139			44,139
5. Services & Other Operating Expd.	5000-5999	389,488			389,488
6. Capital Outlay	6000-6999	6,500			6,500
7. Other Outgo (no Indirect)	7100-7299, 7400-7499	99,648			99,648
8. Other Outgo - Indirect	7300-7399	-			-
9. Other Financing Uses	7600-7699				-
10. Other Adjustments					
11. Total (sum lines B1 thru B10)		1,016,300	4,824	-	1,021,124

C. NET INCREASE (DECREASE) IN FUND

BALANCE (line A6 minus line B11)	\$ (550)	\$ (4,824)	\$ -	\$ (5,374)
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D. FUND BALANCE

1. Net Beginning Fund Balance	9791-9795	\$ 445,138			\$ 445,138
2. Ending Fund Balance		\$ 444,588	\$ (4,824)	\$ -	\$ 439,764
3. Components of Ending Fund Balance					
a. Nonspendable	9711-9719	\$ 1,000			\$ 1,000
b. Restricted	9740	63,123			63,123
c. Committed	9750,9760				-
d. Assigned	9780	180,219			180,219
e. Unassigned/Unappropriated					
1. Reserve for Economic Uncert.	9789	66,000			66,000
2. Unassigned/Unappropriated	9790	134,246	(4,824)	-	129,422
FUND 17 RESERVES	9789,9790				
% of State Required Reserves		19.70%		Meets	19.14%

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown in DISCLOSURE tab, #9a, Total Compensation Increase, please explain. Also list any other assumptions used or included in Col. 3:

Column 2	4,824	Disclosure Tab #9a	4,824	Variance	-
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PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

FISCAL IMPACT IN CURRENT YEAR AND TWO SUBSEQUENT YEARS

NicasioSchool District

General Fund Combined

First Subsequent Year 2017-2018

(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
Latest Board- Approved MYP Before Settlement - as of: 3/15/2015	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Include all adjustments needed to support ongoing costs of agreement)	Projected District MYP After Settlement of Agreement (Cols. 1 + 2 + 3)
P2 ADA= 487			P2 ADA= 487
LCFF ADA=			LCFF ADA=

A. Revenues and Other Financing Sources

1. LCFF/Revenue Limit Sources	8010-8099	\$ 696,125		\$ 696,125
2. Federal Revenue	8100-8299	26,511		26,511
3. Other State Revenues	8300-8599	16,463		16,463
4. Other Local Revenues	8600-8799	273,348		273,348
5. Other Financing Sources	8900-8999	-		-
6. Total (sum lines A1 thru A5)		1,012,447	-	1,012,447

B. Expenditures and Other Financing Uses

1. Certificated Salaries	1000-1999	\$ 285,052	\$ 8,444	\$ 293,496
2. Classified Salaries	2000-2999	202,720		202,720
3. Employee Benefits	3000-3999	131,291	1,484	132,775
4. Books and Supplies	4000-4999	39,823		39,823
5. Services & Other Operating Expd.	5000-5999	308,923		308,923
6. Capital Outlay	6000-6999			-
7. Other Outgo (no Indirect)	7100-7299, 7400-7499	104,225		104,225
8. Other Outgo - Indirect	7300-7399			-
9. Other Financing Uses	7600-7699			-
10. Other Adjustments				-
11. Total (sum lines B1 thru B10)		1,072,034	9,928	1,081,962

C. NET INCREASE (DECREASE) IN FUND

BALANCE (line A6 minus line B11)	\$ (59,587)	\$ (9,928)	\$ -	\$ (69,515)
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D. FUND BALANCE

1. Net Beginning Fund Balance	9791-9795	\$ 444,588		\$ 439,764
2. Ending Fund Balance		\$ 385,001	\$ (9,928)	\$ 375,073
3. Components of Ending Fund Balance				
a. Nonspendable	9711-9719	\$ 1,000		\$ 1,000
b. Restricted	9740	57,218		57,218
c. Committed	9750,9760			-
d. Assigned	9780	180,219		180,219
e. Unassigned/Unappropriated				
1. Reserve for Economic Uncert.	9789	66,000		66,000
2. Unassigned/Unappropriated	9790	80,564	(14,752)	65,812
FUND 17 RESERVES	9789,9790			
% of State Required Reserves		13.67%	Meets	12.18%

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown in DISCLOSURE tab, #9a, Total Compensation Increase, please explain. Also list any other assumptions used or included in Col. 3:

Column 2	9,928	Disclosure Tab #9a	9,928	Variance	-
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Assumptions used (LCFF Gap funding, COLA, Other Revenue COLAs, Addl/Reduced staffing, etc):

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

FISCAL IMPACT IN CURRENT YEAR AND TWO SUBSEQUENT YEARS

NicasioSchool District

General Fund Combined

Second Subsequent Year 2018-2019

(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
Latest Board- Approved MYP Before Settlement - as of: 3/15/2015	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Include all adjustments needed to support ongoing costs of agreement)	Projected District MYP After Settlement of Agreement (Cols. 1 + 2 + 3)
P2 ADA= 487			P2 ADA= 487
LCFF ADA=			LCFF ADA=

A. Revenues and Other Financing Sources

1. LCFF/Revenue Limit Sources	8010-8099	\$ 711,125		\$ 711,125
2. Federal Revenue	8100-8299	26,511		26,511
3. Other State Revenues	8300-8599	16,463		16,463
4. Other Local Revenues	8600-8799	276,011		276,011
5. Other Financing Sources	8900-8999			-
6. Total (sum lines A1 thru A5)		1,030,110	-	1,030,110

B. Expenditures and Other Financing Uses

1. Certificated Salaries	1000-1999	\$ 295,470	\$ 8,444	\$ 303,914
2. Classified Salaries	2000-2999	207,768		207,768
3. Employee Benefits	3000-3999	141,680	1,484	143,164
4. Books and Supplies	4000-4999	40,545		40,545
5. Services & Other Operating Expd.	5000-5999	316,399		316,399
6. Capital Outlay	6000-6999			-
7. Other Outgo (no Indirect)	7100-7299, 7400-7499	109,030		109,030
8. Other Outgo - Indirect	7300-7399			-
9. Other Financing Uses	7600-7699			-
10. Other Adjustments		-		-
11. Total (sum lines B1 thru B10)		1,110,892	9,928	1,120,820

C. NET INCREASE (DECREASE) IN FUND

BALANCE (line A6 minus line B11)	\$ (80,782)	\$ (9,928)	\$ -	\$ (90,710)
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D. FUND BALANCE

1. Net Beginning Fund Balance	9791-9795	\$ 385,001		\$ 370,249
2. Ending Fund Balance		\$ 304,219	\$ (9,928)	\$ 279,539
3. Components of Ending Fund Balance				
a. Nonspendable	9711-9719	\$ 1,000		\$ 1,000
b. Restricted	9740	48,053		48,053
c. Committed	9750,9760			-
d. Assigned	9780	180,219		180,219
e. Unassigned/Unappropriated				
1. Reserve for Economic Uncert.	9789	66,000		66,000
2. Unassigned/Unappropriated	9790	8,947	(24,680)	(15,733)
FUND 17 RESERVES	9789,9790			
% of State Required Reserves		6.75%	Meets	4.48%

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown in DISCLOSURE tab, #9a, Total Compensation Increase, please explain. Also list any other assumptions used or included in Col. 3:

Column 2	9,928	Disclosure Tab #9a	9,928	Variance	-
----------	-------	--------------------	-------	----------	---

Assumptions used (LCFF Gap Funding, COLA, Other Revenue COLAs, Add/Reduced staffing, etc):

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

NicasioSchool District

For submission to the governing board and the county superintendent of schools,
and in accordance with the public disclosure requirements of AB-1200 (Statutes 1991, Chapter 1213)
as revised by AB 2756 (Statutes of 2004), and G.C. 3547.5 (Statutes of 2004, Chapter 25).

SOURCE OF FUNDING FOR PROPOSED AGREEMENT

19.	Provide a brief narrative of the funds available in the current year to provide for the costs of this agreement: <input type="checkbox"/> General Fund Revenues <input type="checkbox"/> Reduction in Expenditures <input checked="" type="checkbox"/> Special Reserve <input type="checkbox"/> Other (please explain)		
	Explanation: Nicasio School District has a current reserve level of 37%. This salary settlement will be budgeted using the Board Reserve for Uncertainty.		
20.	How will the ongoing cost of the proposed agreement be funded in future years? <input checked="" type="checkbox"/> General Fund Revenues <input checked="" type="checkbox"/> Reduction in Expenditures <input type="checkbox"/> Special Reserve <input type="checkbox"/> Other (please explain)		
	Explanation: 		
21.	If multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? Please identify which years this agreement will cover: 16-17 17-18 (Remember to include compounding effects in meeting obligations)		
	<input type="checkbox"/> General Fund Revenues <input type="checkbox"/> Reduction in Expenditures <input type="checkbox"/> Special Reserve <input type="checkbox"/> Other (please explain)		
	Assumptions: 		
22.	What is the impact of the agreement on deficit spending in the current or future year(s)? Explanation:		
23.	State Minimum Reserve Calculation (inclusive of cost of settlement):		
	Total Expenditures and Other Uses:	\$	1,021,125.00
	Minimum State Reserve Percentage		0%
	Minimum State Reserve Requirement (\$64,000 minimum)	\$	64,000.00
24.	Budgeted Unrestricted Reserve (After Impact of Proposed Agreement in Year 3 of the MYP)		
	General Fund - Budgeted Unrestricted Reserve for Economic Uncertainties	\$	230,257
	General Fund - Budgeted Unrestricted Unappropriated Amount	\$	7,051
	Special Reserve Fund (17) - Reserve for Economic Uncertainties, Unassigned & Unappropriated	\$	-
	Total District Budgeted Unrestricted Reserves	\$	237,502
	Meets reserve requirement		Met

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

For submission to the governing board and the county superintendent of schools,
and in accordance with the public disclosure requirements of AB-1200 (Statutes 1991, Chapter 1213)
as revised by AB 2756 (Statutes of 2004), and G.C. 3547.5 (Statutes of 2004, Chapter 25).

Nicasio School District

BARGAINING UNIT:

☒ Certificated ☐ Classified

PERIOD OF AGREEMENT

The proposed agreement covers the period beginning on: _____
and ending on: _____

7/1/2016

6/30/2017

If this agreement is part of a multi-year contract, indicate ALL fiscal years covered:

Fiscal Years:

2016-2017

2017-2018

Reopeners: Yes or NO ?

NO

NO

if Yes, What Areas?

To be acted upon by the Governing Board at its meeting on: _____

12/7/2016

Date of governing board approval of budget revisions

2/2/2017

Budget Revisions to be submitted no later than 45 days after approval:

Provide a copy of the board-approved budget revisions and board minutes within 45 days.

If the board-approved revisions are different from the proposed budget adjustments
provide a detailed report upon approval of the district governing board.

GENERAL

STATUS OF ALL BARGAINING UNIT AGREEMENTS

	Unit	Status	# FTE Represented
Certificated:	Nicasio Teachers Association		3
Classified:			
Other:			

NARRATIVE OF AGREEMENT:

Provide a brief narrative of the proposed changes in compensation and attach a copy of the Tentative Agreement.

Parties agree that the bargaining unit members shall receive a two percent (2%) on-schedule salary increase for the 2016-17 school year, retroactive to July 1, 2016. In addition, the parties agree that the bargaining unit members shall receive a two percent (2%) on-schedule increase effective July 1, 2017 for the 2017-18 school year. In addition, the District agrees to pay the full cost of single coverage for medical, dental and vision insurance for the 2016-17 school year.

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

For submission to the governing board and the county superintendent of schools,
and in accordance with the public disclosure requirements of AB-1200 (Statutes 1991, Chapter 1213)
as revised by AB 2756 (Statutes of 2004), and G.C. 3547.5 (Statutes of 2004, Chapter 25).

Nicasio

School District

COMPENSATION PROVISIONS

SALARIES: PERCENTAGE INCREASE/DECREASE IN SALARIES IN PROPOSED AGREEMENT:

COMPENSATION			Fiscal Impact of Proposed Agreement		
			Current Year	Year 2	Year 3
			2016-2017	2017-2018	2018-2019
1a.	Salary cost before agreement (latest board approved budget and multi-year projection)		\$ 214,937	\$ 225,052	\$ 235,470
1b.	Step & Column Increase (Decrease) included in total salary cost		4.00%	4.00%	4.00%
1c.	Statutory benefits cost before agreement (latest board approved budget)		16.67%	18.52%	20.37%
1d.	CY Health & Welfare Benefits cost before agreement				
2.	Step & Column - Increase (Decrease) due to settlement	Cost (=/-)	\$ -	\$ -	\$ -
		Percent	0.00%	0.00%	0.00%
3.	Salary Schedule - Increase (Decrease) due to settlement	Cost (=/-)	\$ 4,119	\$ 8,444	\$ 8,444
		Percent	2.00%	2.00%	3.59%
4.	Other Compensation - Increase (Decrease) (Stipends, bonuses, retro pay. Etc.)	Cost (=/-)			
		Percent	0.00%	0.00%	0.00%
		Description			
5.	Other Salary changes - increase (decrease) FTE	Cost (=/-)	\$ -	\$ -	\$ -
		FTE			
6.	Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, OASDI, Medicare etc.	Cost (=/-)	\$ 705	\$ 1,484	\$ 1,484
		Percent	0.00%	0.00%	0.00%
		Description			
7.	Health & Welfare Benefits - Increase (Decrease) (Medical, Dental, Vision, Life Insurance, etc.	Cost (=/-)	\$ -	\$ -	\$ -
		Percent	0.00%	0.00%	0.00%
		Description			
8a.	Total Salary - Increase (Decrease) (total Lines 2 - 5)	Cost (=/-)	\$ 4,119	\$ 8,444	\$ 8,444
		Percent	2.00%	4.00%	3.59%
8b.	Total Salary Increase including step (lines 1b + 8		6.00%	8.00%	7.59%
8c.	Total Salary after settlement		\$ 219,056	\$ 233,496	\$ 243,914
9a.	Total Compensation - Increase (Decrease) (total Lines 2 - 6)	Cost (=/-)	\$ 4,824	\$ 9,928	\$ 9,928
		Percent	2.24%	4.41%	4.22%
9b.	Total compensation after settlement		\$ 219,761	\$ 234,980	\$ 245,398
10.	Total Compensation Cost for AVERAGE Represented Employee - Increase (Decrease)	FTE	3.00	3.00	3.00
		Pre-Settlement	\$ 71,646	\$ 75,017	\$ 78,490
		Post Settlement	\$ 73,254	\$ 78,327	\$ 81,799
		Percent	2.24%	4.41%	4.22%
11.	Cost of 1% after above compensation (salary and statutory benefits)		\$ 2,198	\$ 2,350	\$ 2,454
12.	Please indicate if Health/Welfare Benefit Capped : (Indicate details such as different caps per health plans or any super composite rates)				
	Current Cap:		\$ 8,786.00		
	Proposed Cap:		\$ 8,786.00		
	Average Capped Amount increase per employee		\$ -		0%

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

For submission to the governing board and the county superintendent of schools,
and in accordance with the public disclosure requirements of AB-1200 (Statutes 1991, Chapter 1213)
as revised by AB 2756 (Statutes of 2004), and G.C. 3547.5 (Statutes of 2004, Chapter 25).

Nicasio

School District

OTHER PROVISIONS (COMPENSATION AND NON-COMPENSATION)

The following are additional compensation and non-compensation provisions contained in the proposed agreement:
(Please indicate, in detail, the terms of the agreement covered in each section)

13.	OTHER COMPENSATION: Off-Schedule Stipends, Bonuses, etc. (amounts, staff affected, total cost) None
14.	CONCESSIONS: Furlough Days, Salary Reductions, etc. (staff affected, total savings) None
15.	NON-COMPENSATION: Class Size Adjustments, Staff Development Days, Teacher Prep Time, etc. Be specific. None
16.	Please include any additional comments and explanations as necessary to explain the settlement, including. If there will be composite rates, or any other specifics on any compensation changes, include specifics such as amount saved, staff affected, and total cost:
17.	What are the specific impacts on instructional and support programs to accommodate the settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations There will be no specific impacts on instructional and support programs to accommodate this settlement.
18.	CONTINGENCY AND/OR RESTORATION LANGUAGE: Include specific areas identified for reopeners and specific contingency and/or restoration language.

Agenda Item # 8ai

Tentative Agreement
Between
The Nicasio School District
And the
Nicasio Teachers Association


The parties tentatively agree that the bargaining unit members shall receive a two percent (2%) on-schedule salary increase for the 2016-17 school year, retroactive to July 1, 2016. In addition, the parties agree that the bargaining unit members shall receive a two percent (2%) on-schedule increase effective July 1, 2017 for the 2017-18 school year.

"The District will pay the full cost of single coverage for Kaiser Traditional medical, dental and vision insurance for the **2016-17 and 2017-18 school years.**"

Retro will be paid in January 2017.

With this agreement the contract will be considered closed until the contract is reopened for 2018-19 school year.

For the NTA:

 12/1/16

Signature

Date

Tom Lohwasser

For the Nicasio School District:

 12/1/16

Signature

Date

Colin Williams

Nicasio School District
 Certificated Salary Schedule
 Effective 7-1-2016

Step	AB + 30 III	AB + 45 IV	AB + 60 V	AB + 75 VI
1	53,097	54,597	56,396	58,364
2	54,795	56,617	58,652	60,698
3	56,494	58,655	60,939	63,066
4	58,190	60,708	63,255	65,462
5	59,877	62,772	65,595	67,884
6	61,554	64,842	67,955	70,328
7	63,216	66,918	70,335	72,790
8	64,858	68,992	72,726	75,265
9	66,480	71,062	75,127	77,747
10	68,076	73,123	77,531	80,237
11	-	75,171	79,082	81,841
12	-	75,922	80,584	83,394
13	-	76,682	82,034	84,897
14	-	77,449	83,429	86,339
15	-	78,223	84,764	87,722
16	-	-	85,612	88,599
17	-	-	86,468	89,485
18	-	-	87,332	90,380
19	-	-	88,206	91,285
20	-	-	89,088	92,197
21	-	-	-	92,657
22	-	-	-	93,120
23	-	-	-	93,585
24	-	-	-	94,054
25	-	-	-	94,523

Masters Stipend 500

Board Approved: Feb. 2, 2017
 Approved increase: 2.00%

NICASIO SCHOOL DISTRICT CLASSIFIED / OTHER SALARY SCHEDULE
Effective 7-1-2016

POSITION	Hourly Rate									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Custodian	39.77	40.57	41.37	42.21	43.04	43.90	44.79	45.68	46.59	47.53
Classroom Aide/ Yard Duty	16.81	17.15	17.49	17.84	18.20	18.56	18.93	19.31	19.70	20.09
Spanish Language Expert	38.25	39.02	39.80	40.60	41.40	42.24	43.07	43.93	44.82	45.72
Subject Area Specialist	31.52	33.12	34.79	36.55	38.40	40.34	42.38	43.23	44.09	44.97
Substitute rates:										
Subject Area Specialist	31.52									
Classified support staff	16.81									
Board Approved:	February 2, 2017									
Approved increase:	2.00%									

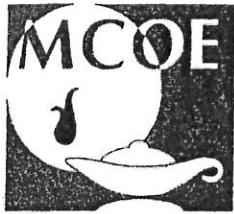
NICASIO SCHOOL DISTRICT CLASSIFIED MANAGEMENT SALARY SCHEDULE

Effective 7-1-2016

POSITION		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Chief Business Official	Annual	94,554	96,445	98,374	100,341	102,348	104,395	106,483	108,613	110,785	113,001
	Daily	385.93	393.65	401.53	409.56	417.75	426.10	434.62	443.32	452.18	461.23
	Hourly	48.24	49.21	50.19	51.20	52.22	53.26	54.33	55.42	56.52	57.65
Office Manager	Annual	70,650	72,070	73,511	74,974	76,477	78,001	79,565	81,151	82,777	84,424
	Daily	288.37	294.16	300.04	306.02	312.15	318.37	324.76	331.23	337.87	344.59
	Hourly	36.05	36.77	37.51	38.25	39.02	39.80	40.60	41.40	42.23	43.07

245 day year including holidays and vacation

Board Approved: 02/02/17



MARIN COUNTY OFFICE OF EDUCATION

1111 LAS GALLINAS AVENUE/P.O. BOX 4925
SAN RAFAEL, CA 94913-4925
marincoe@marinschools.org

MARY JANE BURKE
MARIN COUNTY
SUPERINTENDENT OF SCHOOLS

(415) 472-4110
FAX (415) 491-6625

AGREEMENT FOR ADMINISTRATIVE SUPPORT SERVICES FOR NICASIO SCHOOL DISTRICT

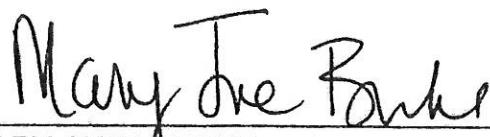
This AGREEMENT for Administrative Support Services for Nicasio School District is by and between the Nicasio School District (hereinafter referred to as the "District") and the Marin County Superintendent of Schools (hereinafter referred to as the "Superintendent").

The parties agree as follows:

1. The District will use the services of Nancy Neu, a member of the Superintendent's staff, for Administrative Support Services.
2. The District shall pay the Superintendent an hourly rate of \$75.00 not to exceed a total of 80 hours or \$6,000. In addition, District shall pay related payroll costs, indirect rate and mileage for said services, for an estimated total of \$6,609.33. A schedule of estimated salary costs is attached.
3. This Agreement will begin on January 17, 2017 and will continue as needed.
4. A work calendar will be mutually developed within the parameters of this Agreement.


THOMAS LOHWASSER,
Superintendent, Nicasio School District

1/11/17
Date


MARY JANE BURKE
Marin County Superintendent of Schools

1/11/17
Date

Administrative Support Services FY 2016/2017

Hours	80.00
Hourly Rate	<u>75.00</u>
Gross Pay	6,000.00
Benefits:	
Medicare	87.00
SUI	3.00
W/C	<u>204.60</u>
Total Benefits	294.60
Total Salary and Benefits	6,294.60
Indirect Cost 5%	<u>314.73</u>
Total Cost	<u><u>6,609.33</u></u>



MARIN COUNTY OFFICE OF EDUCATION
 Mary Jane Burke, Marin County Superintendent of Schools
 1111 Las Gallinas Avenue / P.O. Box 4925, San Rafael, California 94913
PROFESSIONAL EXPERT AGREEMENT

Agreement Number

PA-0000-7200-06

DEPARTMENT REQUEST: The department manager initiating this agreement must complete all appropriate information in this section and submit the form to the personnel department.

The Marin County Superintendent of Schools agrees to Contract with Nancy Nau for the services performed during the period of July 1, 2016 to June 30, 2017

This agreement is for services which do not meet the criteria for Independent Contract Services and will be paid through payroll. Reimbursement will be reported as taxable compensation on statement of earnings (W-2). Applicable payroll tax deductions will be made at the time of payment. It is understood that this agreement provides for a temporary position having no employment rights or benefits.

Services to be performed: Administrative Support Services

Amount to be paid:

Budget # 01-0000-0-1980.80-0000-7200-800-100-000 \$ 20,000.00 \$75.00/Hr.

Budget # _____ \$ Not to exceed

Payment will be made, with approval of certifying administrator, upon completion of services or as follows:

Upon receipt of invoice

Requested by: Mary Jane Burke / Marin County Superintendent of Schools

Division Administrator Approval: _____ Title _____ Date _____

Mary Jane Burke / 7/21/16
 Marin County Superintendent of Schools or Designee Date

IMPORTANT NOTICE

This form must be accompanied by the following:

- ☒ L9 ☒ W-4 ☒ DE 4 ☒ ON FILE
 (Please include a copy of Social Security Card)
☒ STRS Election Form/Retirement Questionnaire
 (Available from Personnel)

Professional Expert Completes:

Nancy Nau / 7/21/16
 Professional Expert Signature Date

Social Security Number 552-76-1267

Do you possess a valid CA teaching credential?

☒ Yes ☐ No

Are you presently a member of STRS?

☒ Yes ☐ No

Are you presently a member of PERS?

☐ Yes ☐ No

PERSONNEL DEPARTMENT: This section is completed by personnel.

☐ Fingerprint Clearance on file 4/10/12 (Effective date) EP (initialed by personnel)

BUSINESS DEPARTMENT: This section is completed by the business services department.

Budget Approval (For Business Services department only)

Assistant Superintendent [Signature] Date 7/1/16

CERTIFYING ADMINISTRATOR SIGNS UPON COMPLETION OF SERVICES

Check one of the following:

- ☐ Services completed for first of multiple payments approved: \$ _____
☐ Services completed for total payment approved: \$ _____

Certifying Administrator _____ / _____

(Submit Pink Copy to Payroll for payment) Date

**NICASIO SCHOOL DISTRICT
Board Policy**

Series 5000: Students

BP 5117

INTERDISTRICT ATTENDANCE**Overview**

The Governing Board is committed to maintaining a quality neighborhood school, serving families and providing continuity of education for children. The Governing Board believes that children generally should attend elementary schools in the communities where they live and supports the concept of neighborhood schools but will consider interdistrict transfer requests ("IDT Request") with the intent of serving the best interests of the student and the Nicasio School District community.

As a Basic Aid district, Nicasio School District does not receive additional state funding sufficient to support the additional cost of students who transfer from other districts. After enrollment of current residents for the requested transfer year and grade-level configurations have been determined, an interdistrict transfer request may be approved or denied by the District on the bases specified in Administrative Regulation 5117. IDT Requests may be approved for a maximum period of one school year. Such students desiring to continue their education at Nicasio School District must reapply on an annual basis.

Approval/Denial of Application

Parents/guardians of students residing in Nicasio School District who would like their children to attend school in another district, and parents/guardians of students residing in other districts who would like their children to attend school in Nicasio School District, must submit an IDT Request. At the regular meeting held in December, the Governing Board will establish a window for consideration of IDT Requests and anticipated capacity limits for classroom configurations for the following school year. All IDT Requests shall be approved or denied by the Superintendent or designee based upon criteria in Administrative Regulation 5117.

Requests to transfer into the District shall not be approved until after the enrollment of current residents and grade-level configurations have been determined for the requested transfer year.

An interdistrict transfer request, if approved, shall be limited to a maximum period of one school year and shall be subject to revocation or non-renewal for reasons specified in Administrative Regulation 5117.

Appeal of Denial

A parent/guardian may appeal the Superintendent's, or designee's, denial of an IDT Request to the Governing Board. If the Governing Board upholds the denial, a parent/guardian may appeal to the Marin County Board of Education.

Legal Reference:

EDUCATION CODE

46600-46611 Interdistrict attendance agreements
48204 Residency requirements for school attendance
48300-48315 Student attendance alternatives
48915 Expulsion; particular circumstances
48915.1 Expelled individuals: enrollment in another district
48918 Rules governing expulsion procedures
48980 Notice at beginning of term
52317 ROP, enrollment of students, interdistrict attendance

GOVERNMENT CODE

6250-6270 Public Records Act

ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen. 198 (2001)
87 Ops.Cal.Atty.Gen. 132 (2004)

COURT DECISIONS

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>
California Department of Education: <http://www.cde.ca.gov>

First Reading:	April 23, 2008
Board Approved:	May 21, 2008
1 st Reading of Revision/Approved:	May 13, 2010
1 st Reading of Revision:	February 7, 2013
2 nd Reading of Revision/Approved:	March 7, 2013
1 st Reading of Revision/Approved:	June 4, 2015
1 st Reading of Revision/Approved:	March 31, 2016

NICASIO SCHOOL DISTRICT

Administrative Regulations

Series 5000: Students

AR 5117

INTERDISTRICT ATTENDANCE

Application Form

Any parent/guardian desiring an interdistrict transfer to or from Nicasio School District must complete a "Request for Interdistrict Transfer: Marin County, California" ("IDT Request") form which may be obtained from the student's district of residence (if within Marin County) or the Nicasio School office.

Application Procedures and Timelines

New Requests to Transfer into Nicasio School

1. Nicasio School District will consider IDT Requests into Nicasio School only if the student's district of residence (a) is a signatory to "Agreement of the Participating School Districts in Marin County Regarding Interdistrict Attendance Agreements" or (b) specifically agrees that any interdistrict transfer shall be limited to a maximum period of one school year and subject to revocation or non-renewal in accordance with Board Policy and Administrative Regulation 5117.
2. All IDT Requests must be submitted first to the student's district of residence for approval.
3. If the student's district of residence approves the IDT Request, parent/guardian is responsible for ensuring that such notice is submitted to the Nicasio School District office for the Superintendent's or designee's review and decision.
4. Once Nicasio School District receives the IDT request, the student's parent/guardian will receive written confirmation of receipt along with a list of additional required documentation, which will include the student's two most recent years of records related to academics, attendance, discipline, and special programs (example: 504 Plan, Individualized Education Plan, English Language Development Program, etc.).
5. The Superintendent or designee will approve or deny the IDT Request and send a written notice of decision to the parent/guardian within thirty (30) days of receipt of the request.

Renewal Requests to Transfer into Nicasio School District

1. Parents/guardians wishing to renew a student's Interdistrict Attendance Contract must follow the same procedures and timelines outlined above for new requests.
2. Approval of a previous IDT Request does not guarantee approval of any subsequent request.

Requests to Transfer Out of Nicasio School District

1. The Superintendent or designee will consider all outgoing IDT Requests and send a written notice of decision to the parent/guardian within thirty (30) days of receipt of the request.

2. A parent/guardian seeking an out-of-district transfer must request authorization from Nicasio School District to attend school in another district before seeking authorization from the district to which the student wishes to transfer.
3. An IDT Request may be authorized for a maximum of one school year.

Enrollment Target and Capacity

General Education Program

Currently Nicasio School operates three multi-grade classrooms with the following grade level configurations, which are subject to change, as described below:

Classroom A	Grades TK – 2 nd
Classroom B	Grades 3 rd – 5 th
Classroom C	Grades 6 th – 8 th

The District recognizes the need to maintain small class sizes with a teacher-to-student ratio that supports multi-grade instruction. To ensure that sufficient space is available within each classroom for new District residents, for IDT Request purposes the District has established a targeted enrollment in each grade level and a capacity limit in each classroom, which is subject to change, as described below.

Student Enrollment

		<u>Grade Level Target</u>	<u>Classroom Capacity</u>
Classroom A	Grades TK – 2 nd	5	16
Classroom B	Grades 3 rd – 5 th	5	16
Classroom C	Grades 6 th – 8 th	7	23

To promote overall balance within each classroom the District will consider the grade level target first. The District will consider IDT requests for individual grade levels up to their target when possible before filling the classroom up to capacity. A lottery will be held when IDT requests for a specific grade level exceed the target number. After each grade level has reached its target, or when there are insufficient IDT requests to meet a grade level target, the District will consider any additional IDT requests for those grade levels, by lottery, up to the classroom capacity.

In the event that currently enrolled students' IDT renewal requests exceed the classroom capacity, a lottery will be held. However, in such cases, the District may approve renewal requests that exceed the classroom capacity provided that the decision would not adversely impact the learning environment and would be in the best interest of students, Nicasio School and the District as determined by the Superintendent or designee based on any lawful, non-arbitrary considerations.

Special Education Programs

To ensure that sufficient space is available in special education programs to meet the needs of District residents who have been determined eligible and current or new District residents who are determined eligible during the school year, for IDT Request purposes the District has established the following capacity in each program which is subject to change, as described below.

<u>Program Capacity As a Percentage of School Enrollment</u>	
1. Resource	10%
2. Speech and Language	4%
3. Counseling	2%
4. Occupational Therapy	2%

Classroom configurations, grade level target, and classroom and program capacity will be reviewed periodically, and any changes shall be determined by the Governing Board no later than April 30th and have a prospective implementation date of July 1 of the next school year.

Priority/Requests in Excess of Capacity

To the extent permitted by law IDT Requests that meet Renewal or Siblings criteria (see Bases for Approval, paragraphs 1-2, below) will be considered first. If the number of IDT requests exceeds capacity, the Superintendent or designee will place the students' names on a waiting list, unless the parent/guardian otherwise requests, in an order determined by lottery.

Bases for Approval of IDT Request

Subject to applicable law, District policies and regulations, and the Governing Board's determination of classroom configurations, grade level target, and classroom and program capacity for the requested transfer year, the Superintendent or designee may approve an IDT Request, for a maximum period of one school year, on any of the following bases.

1. Renewal

Student is currently attending Nicasio School under an IDT Attendance Contract and desires to continue attendance in Nicasio School the following school year.

2. Siblings

Student is a sibling of a student who is currently attending Nicasio School under an IDT Attendance Contract and who will continue to be in attendance during the requested transfer year.

3. Personal Adjustment

An administrator of another school district requests such transfer for the well-being of a child.

As certified by a physician, school psychologist or other appropriate school personnel, student has special mental or physical health needs which cannot be met in the district of residence and can be met in the District.

A recommendation by the School Attendance Review Board or by a county child welfare, probation or social service agency in documented cases of serious home or community problems makes it inadvisable for the pupil to attend the school of residence.

4. Transitional

To allow the student to complete the current school year at Nicasio School when the parent/guardian has moved out or will move out of the District during the school year.

The student completed 7th grade at Nicasio School and would like to continue through 8th grade at Nicasio School to graduate with his/her classmates.

5. Statutory

The student has been determined by staff of the district of residence or by the Superintendent or designee on behalf of the District to be a victim of bullying as defined by Education Code section 48900(r). In accordance with applicable law, such students will be given priority for interdistrict attendance under an existing interdistrict attendance agreement with the district of residence, or in the absence of such an agreement, shall be given consideration for the creation of an interdistrict attendance agreement.

6. Other Lawful Considerations.

The transfer would be in the best interests of the student, Nicasio School and the District as determined by the Superintendent or designee based on any lawful, non-arbitrary considerations.

If an IDT Request is approved, the Superintendent or designee shall issue an Interdistrict Attendance Contract setting forth the terms and conditions of the student's enrollment in the District, including bases for revocation of the Contract. The parent/guardian and student shall sign and return the Contract to the Nicasio School District Office prior to the first day of attendance.

Bases for Denial of IDT Request

In accordance with applicable law the Superintendent or designee may deny an IDT Request on any of the following bases:

1. For incoming IDT Requests, lack of capacity (in the relevant classroom, grade and/or program) in the requested transfer year based on the actual enrollment figures of current residents or the anticipated enrollment figures.
2. The District does not have an appropriate educational program at Nicasio School to meet the student's needs.
3. The student's school records for the preceding year reflect unsatisfactory attendance, which may include, but is not limited to, three (3) or more unexcused absences or unexcused tardy arrivals.
4. The student's school records for the preceding year reflect unsatisfactory academic performance, which may include, but is not limited to, grades that do not meet standards in the majority of student's subject areas/courses of study; unexcused, inconsistent homework completion; or regularly coming to class unprepared without an excusable reason.
5. The student's school records reflect unsatisfactory behavior, which may include, but is not limited to, a history of disciplinary referral(s), detention(s), suspension(s), recommendation(s) for expulsion, or expulsion(s).
6. The IDT Request is incomplete or contains information that is false or misleading.

7. The student's district of residence (a) is not a current signatory to "Agreement of the Participating School Districts in Marin County Regarding Interdistrict Attendance Agreements" or (b) declines to agree that any interdistrict transfer shall be limited to a maximum period of one school year and subject to revocation or non-renewal in accordance with Board Policy and Administrative Regulation 5117.
8. The denial would be in the best interests of the student, Nicasio School or the District as determined by the Superintendent or designee based on any lawful, non-arbitrary considerations.

If an IDT Request is denied by the Superintendent or designee, the parent/guardian of the student may appeal to the Nicasio School District Governing Board for further consideration. An appeal must be submitted in writing, addressed to the Governing Board, and received in the Nicasio School District office on or before the fifth (5th) calendar day following the date of the notice of denial. If the Governing Board denies the appeal, the parent/guardian may appeal within 30 calendar days to the Marin County Board of Education, except when the student is currently expelled from another school district or while expulsion proceedings are pending against the student.

Bases for Revocation of IDT Attendance Contract

An IDT Attendance Contract may be revoked by the Superintendent or designee for any of the following reasons:

1. Unsatisfactory academic performance (as defined above under Bases for Denial) at Nicasio School,
2. Unsatisfactory attendance (as defined above under Bases for Denial) at Nicasio School,
3. Providing incomplete, false or misleading information on the IDT Request,
4. Repeated disruptive or otherwise unsatisfactory behavior in violation of Education Code sections 48900 et seq.,
5. Suspension from Nicasio School as authorized by Education Code sections 48900 et seq.,
6. Recommendation for expulsion or expulsion from Nicasio School District as authorized by Education Code sections 48900 et seq.,
7. Any other lawful, non-arbitrary basis for the District to conclude it would be in the best interest of the student, Nicasio School or the District for the IDT to be revoked.

If an IDT Request is revoked by the Superintendent or designee, the parent/guardian of the student may appeal to the Nicasio School District Governing Board for further consideration. An appeal must be submitted in writing to the Governing Board and received in the District office on or before the fifth (5th) calendar day following the notice of revocation. The Governing Board's decision is final.

Failure to Obtain Advance Authorization from District of Residence

When it becomes known to the Superintendent or designee that a non-resident student has enrolled in Nicasio School District without the advance authorization of the district of residence or approval of

Nicasio School District, whether or not the failure to obtain advance authorization was intentional, the Superintendent or designee shall notify the parent/guardian promptly that the student will no longer be permitted to attend Nicasio School.

In such cases, the Superintendent or designee's determination is final. There is no right to appeal to the Governing Board or to the Marin County Board of Education.

Transportation

Transportation will not be provided by Nicasio School or the District for outgoing or incoming interdistrict transfer students. The parent or legal guardian of any student whose IDT Request is approved shall be responsible for the student's transportation to and from school.

First Reading:	April 23, 2008
Board Approved:	May 21, 2008
1 st Reading of Revision/Approved:	May 13, 2010
1 st Reading of Revision:	February 7, 2013
2 nd Reading of Revision/Approved:	March 7, 2013
1 st Reading of Revision/Approved:	June 4, 2015
1 st Reading of Revision/Approved:	March 31, 2016

Nicasio School District Annual Calendar for 2017-18

Agenda Item # 9b

	M	T	W	Th	F	Days	
AUGUST	7	8	9	10	11		8/14 Staff Professional Dev. Day (No Classes)
	14	15	16	17	18		8/15 Teacher Work Day (No Classes)
	21	22	23	24	25		8/16 FIRST DAY OF SCHOOL
	28	29	30	31		12	
SEPTEMBER					1		
	4	5	6	7	8		9/4 Labor Day Holiday
	11	12	13	14	15		9/14 BACK-TO-SCHOOL NIGHT
	18	19	20	21	22		9/15 Noon Dismissal (S/B)
	25	26	27	28	29	20	9/29 Mid-Trimester/Noon Dismissal (I)
OCTOBER	2	3	4	5	6		
	9	10	11	12	13		
	16	17	18	19	20		10/16 Staff Professional Dev. Day (No Classes)
	23	24	25	26	27		
	30	31				21	
NOVEMBER			1	2	3		11/9 End of 1st Trimester/Noon Dismissal (I)
	6	7	8	9	10		11/10 Veteran's Day Holiday
	13	14	15	16	17		
	20	21	22	23	24		11/20 - 11/24 Thanksgiving Holiday & Recess (No School)
	27	28	29	30		16	11/29-11/30 Noon Dismissal/Parent&Teacher Conferences
DECEMBER					1		12/1 Noon Dismissal/Parent&Teacher Conferences
	4	5	6	7	8		12/7 WINTER HOLIDAY PROGRAM
	11	12	13	14	15		12/15 Noon Dismissal
	18	19	20	21	22		
	25	26	27	28	29	16	12/25-1/5 Winter Recess (No School)
JANUARY	1	2	3	4	5		1/8 Teacher Work Day (No Classes)
	8	9	10	11	12		1/9 Students Return to School
	15	16	17	18	19		1/12 Mid-Trimester/Noon Dismissal (I)
	22	23	24	25	26		1/15 Martin Luther King Jr. Holiday
	29	30	31			16	
FEBRUARY				1	2		
	5	6	7	8	9		
	12	13	14	15	16		
	19	20	21	22	23		2/19 - 2/23 Mid-Winter Recess (No School)
	26	27	28			15	
MARCH				1	2		3/2 End of 2nd Trimester/Noon Dismissal (I)
	5	6	7	8	9		
	12	13	14	15	16		3/12 Staff Professional Dev. Day (No Classes)
	19	20	21	22	23		
	26	27	28	29	30	21	
APRIL							4/5 OPEN HOUSE (6pm)
	2	3	4	5	6		4/6 Noon Dismissal (S/B)
	9	10	11	12	13		4/9 - 4/13 Spring Recess (No School)
	16	17	18	19	20		4/20 Mid-Trimester/Noon Dismissal (I)
	23	24	25	26	27		
	30					16	
MAY		1	2	3	4		5/1 - 5/3 State Testing Grades 3-8
	7	8	9	10	11		5/8 - 5/10 State Testing Grades 3-8
	14	15	16	17	18		
	21	22	23	24	25		
	28	29	30	31		22	5/28 Memorial Day Holiday
JUNE					1		
	4	5	6	7	8		6/7 Noon Dismissal (S/B)/GRADUATION
	11	12	13	14	15		6/8 Teacher Work Day (No Classes)
	18	19	20	21	22	5	
						Total 180	Student Days
						Total 186	Certificated Teacher Work Days
	No School						3 Staff Professional Development Days
	Legal holiday (no classes)						3 Teacher Work Days
	Teacher work day (no classes)						12 Minimum Days
	Staff Development day (no classes)						* 3 parent/teacher conferences days
	Minimum day 12pm dismissal						* 5 individual days (I)
	Parent/Teacher conferences						* 4 site/building days (S/B)
	School-Wide Event						
	State Testing (Smarter Balanced/CST Science)						

General Community Message

Senate Bill 415 – California Voter Participation Rights Act

Background:

- School districts generally hold elections in odd-numbered years (non-General Election years); school district elections are often the only races or measures on a given ballot
- SB 415 – The California Voter Participation Rights Act was signed into law in 2015 and takes effect January 1, 2018
 - Prohibits entities from holding an election in an odd-numbered year if that election results in a significant decrease in voter turnout
 - If school board election turnout is at least 25% less than the average turnout for the previous 4 statewide general elections
 - Election cycle change results in extended term for county board members of one year

Advantages/Disadvantages/Considerations

- Potential savings for district – converting to a statewide election could reduce election costs
- Potential litigation for non-compliance - law enables a voter in that district to file a lawsuit against the district
- Extends election cycle for Board members by one year

Implementation:

- No action for school districts already on an even-year election cycle
- Analyze election data
- Recommended options for consideration
 - Change election cycle for 2017 election (must file resolution with Board of Supervisors by March 10, 2017)
 - Change election cycle for future election (not later than November 8, 2022)
 - Adopt a “SB 415 Plan” prior to January 1, 2018

Important Deadlines:

- **March 10, 2017** – deadline to file District Board resolution with Board of Supervisors to change the November 2017 election to 2018
- **January 1, 2018** – deadline to complete a “Plan” for implementation if beyond 2018 election
- **November 8, 2022** – Latest election for Plan to be fully implemented



SCHOOL & COLLEGE LEGAL SERVICES
OF CALIFORNIA

SB 415 – Election Reform

Marin County Office of Education

January 11, 2017

Presented by:

Frank Zotter Jr., Senior Associate General Counsel

School & College Legal Services of California

Agenda

- Legal Background
- Adoption of SB 415
- Impact of the New Statutes
- Strategies for Districts
- The January 1, 2018 “Plan”
- Unresolved Questions Left by SB 415

Legal Background

- School districts generally required to hold elections in odd-numbered years
- Education Code § 5000: after a district is created, it must hold elections “. . . on the first Tuesday after the first Monday in November of each succeeding *odd-numbered year*.”
- Different rule for charter cities — may hold elections on a date of their own choosing (Elec. Code § 10101 et seq.)
- In odd-numbered years, school district elections are often the only races or measures on a given ballot

Legal Background, cont.

- Historically, school districts have already been entitled to petition to switch to an even-numbered (statewide) cycle
- Provided for by Elections Code §§ 1302 and 10404.5
- Same statutes apply to County Offices of Education
- Advantage: Higher voter turnout; shared cost of ballot printing with other entities already using statewide ballot (federal, state, county, and city)
- Disadvantage: School board elections are already fairly obscure — likelihood that school elections will be “drowned out” by federal, state, and county elections, statewide ballot propositions, etc.

Next:

The Impact of SB 415

Impact of SB 415

- “California Voter Participation Rights Act”
- Signed into law in **2015**; Takes effect January 1, **2018**
- Adds Election Code §§ 14050-14057
- Will prohibit local public entities from holding an election in an odd-numbered year if holding an election in a odd-numbered year has resulted in a “significant decrease in voter turnout”
- “Significant decrease in voter turnout” means that “voter turnout for a regularly scheduled election . . . is at least 25 percent less than the average voter turnout . . . for the previous four statewide general elections”

Impact of SB 415, cont.

- New law authorizes a voter in a district that fails to comply with SB 415 to file a lawsuit to enforce the new law's requirements
- A prevailing plaintiff can collect reasonable attorney's fees and court costs if court intervention is necessary (stated directly in new Elections Code § 14054)
- Essentially divides public entities into three categories depending on the law's impact on them

Impact of SB 415, cont.

- First, those districts that have already switched from odd-year elections to even-year elections;
- Second, those districts that have an “SB 415 problem” (i.e., they meet the definition of having had “significant decrease in voter turnout”; and
- Third, those districts that do not appear to have an “SB 415 problem” at the current time, but might in the future if voter turnout in an odd-numbered year drops

Next:

Strategies for Districts

Strategies for Districts

- Those districts in the first category (already switched from odd-year to even-year cycle): No impact from SB 415
- Those districts in the second category (i.e., that appear to have had a significant decrease in voter turnout, as defined) should either move forward with a resolution to change election cycles or should consider adopting an “SB 415 Plan”
- Those districts in the third category may, but need not adopt a Plan, nor need they switch in the immediate future
- But, districts in the third category that do not want to switch should monitor election results carefully according to the SB 415 formula

Strategies for Districts, cont.

- Districts in the second category (i.e., those that already have had a “significant decrease in turnout”) may want to proceed with a switch to an even-year cycle now, i.e., 2017
- Alternatively, such a district not wanting to switch in 2017 or 2019 must adopt a Plan by January 1, 2018
- The Plan must commit the district to consolidate a future election (and all elections thereafter) with statewide elections not later than the November 8, 2022 election
- Thus, districts in this situation have a two election-cycle “grace period” (2017 and 2019) — but only if they adopt a Plan for consolidation by the end of 2017

Strategies for Districts, cont.

- Districts in the third category (i.e., those that do not appear to have had a “significant decrease in turnout”) have several options
- First, they can switch to an even-year cycle in 2017 even though not mandated to switch;
- Second, they can adopt a Plan to switch to a statewide election cycle for 2019 or 2021; or
- Third, they can leave odd-year elections in place indefinitely, but monitor election turnout to ensure that if election turnout drops, they can switch their next election to the statewide/even-year cycle

Next:

Unresolved Questions

Unresolved Questions from SB 415

- Does not define a “Plan” except to say that it must be “a plan to consolidate a future election with a statewide election not later than the November 8, 2022, statewide general election” and must be adopted by January 1, 2018
- Presumably a district can adopt such a Plan according to any convenient process
- Not clear if it must be adopted by Board action or by action of the Superintendent (especially in a county office of education), nor what level of formality is required
- Best practice is probably to have the Board take action in a K-12 district (by resolution or minute order). County Board and Superintendent should consult about which should act

Unresolved Questions, cont.

- SB 415 defines a “significant decrease in voter turnout” as voter turnout for a regularly scheduled election in a political subdivision that is at least 25 percent less than the average voter turnout within that political subdivision for the previous four statewide general elections
- “Four statewide general elections” is reasonably clear, but not clear to *what* that is supposed to be compared — *any* odd-year election in that political subdivision? Only those held within (or perhaps immediately preceding) the last four statewide elections?
- E.g., if the last four statewide elections are 2010, 2012, 2014, and 2016 — is their average turnout compared to *any* odd-year election since 2009? Or 2009 itself?

Unresolved Questions, cont.

- How does one define the “political subdivision” for a statewide election to compare it to an odd-year election?
- For county offices, the comparison is easy (county-wide election turnout)
- Not as clear for many K-12 districts — often not congruent with any other political subdivision
- Some K-12 districts straddle county lines
- For districts that are not congruent with other entities, will probably require a precinct-by-precinct comparison to make the “voter turnout” comparison

Next:

*Switching from an Odd-Year
to Even-Year Cycle*

Process for Switching Election Cycles

- Process is provided by Elections Code §§ 1302 and 10404.5
- District adopts a resolution proposing a new election cycle that must be adopted and served on the county board of supervisors no later than 240 days before the next district election (see sample resolution in handout)
- For 2017, Election Day is November 7 — the 240th day before that is March 12 (a Sunday)
- Districts should therefore serve the county board of supervisors for each county in which the district has territory no later than **March 10, 2017**

Process for Switching Election Cycles, cont.

- Supervisors must notify all school districts in that county of the receipt of the resolution, and request input from each one
- Supervisors must approve the request within 60 days unless finding that county's ballot style, voting equipment, or computer capacity cannot handle additional elections or materials as part of a statewide election
- Supervisors can seek input from the county elections official
- Within 30 days after approval by the supervisors, the elections official must notify all registered voters in the district's territory (at the district's expense)
- The terms of office of incumbents are automatically extended by one year

Finally:

Summary

Summary and Recommendations

- The State is sending a clear signal it wants to phase out odd-year local elections
- Because of the uncertainty and possible exposure to a court challenge, districts on an odd-year cycle may simply want to switch to an even-year cycle in 2017, whether mandated or not
- Alternatively, districts not vulnerable to a legal challenge now but which might be after 2017 (including as a result of the 2017 election results) might want to consider adopting a Plan as provided for in Elections Code § 14052, subd. (b)
- Even districts that are not mandated to switch must monitor election results if they do not switch now

Questions?



Information in this presentation, including but not limited to PowerPoint handouts and presenters' comments, is summary only and not legal advice. We advise you consult with legal counsel to determine how this information may apply to your specific facts and circumstances.

Frank Zotter, Senior Associate General Counsel
fzotter@sclscal.org

School & College Legal Services of California
 5350 Skylane Boulevard
 Santa Rosa, CA 95403
 (707) 524-2690
www.sclscal.org



MARIN COUNTY

Agenda Item # 10a

OFFICE OF EDUCATION

1111 LAS GALLINAS AVENUE/P.O. BOX 4925
SAN RAFAEL, CA 94913-4925
marincoe@marinschools.org

MARY JANE BURKE
MARIN COUNTY
SUPERINTENDENT OF SCHOOLS

(415) 472-4110
FAX (415) 491-6625

January 13, 2017

RECEIVED

JAN 17 2017

by Nicasio School

Mr. Jason Snell, President
Nicasio School District
35 La Canada Road
Nicasio, CA 94946

Dear Mr. Snell:

Our office has completed its review of the Nicasio School District's First Interim budget report for 2016-17 in compliance with the provisions of Education Code 42131(a)(2). The Code requires the County Superintendent to approve or disapprove Interim Report certifications after:

Examining the report to determine whether it complies with the standards and criteria established pursuant to Education Code 33127.

Determining whether the First Interim budget will allow the district to meet its financial obligations during the current fiscal year and is consistent with a financial plan that will enable the district to satisfy its multi-year financial commitments.

Based upon our review, the Board's POSITIVE certification of the First Interim budget report has been approved.

STATE AND NATIONAL ECONOMIC INFLUENCES for NICASIO SCHOOL DISTRICT

Through our fiscal oversight role we carefully monitor the economy, its impact on State and Federal revenues, and how these might affect Marin County school districts and students. This past year marked the third year of the Local Control Funding Formula's (LCFF) accountability element through the Local Control Accountability Plan Annual Update (LCAP), and its accompanying impact on local budgeting and planning. Also on the watch list are pending implementation costs associated with the Affordable Health Care Act, rising pension costs, as well as fiscal information unique to each district. This letter highlights the areas under watch for Nicasio School District.

2017-18 GOVERNOR'S BUDGET PROPOSAL

On January 10th, the Governor released his 2017-18 Budget Proposal. Proposition 98 funding for schools is proposed at \$73.5 billion, an increase of \$2.1 billion from the 2016-17 year. However, the Governor points out the revenue growth trend has declined from previous estimates. Specifically, the Governor's budget summary states that overall, revenue forecasts for the three-year period 2015-16 through 2017-18 are now \$5.8 billion

1
Nicasio School District
2016-2017 First Interim Review

lower than projected last June. Consequently, the 2016-17 budget, absent corrective action, would face a deficit of almost \$2 billion. Accordingly, Governor Brown proposes a number of one-time spending adjustments, delays, and suspensions to General Fund spending commitments in order to “rebalance the budget”, including a \$1.8 billion downward adjustment of K-14 (Proposition 98) spending levels over a three-year period. To that end, the Governor proposes a one-time deferral from June, 2017 to July, 2017 of \$859 million in LCFF funding and \$310 million of 2016-17 one-time revenues. Nevertheless, included in the budget is a fifth-year investment of more than \$744 million in the Local Control Funding Formula, including a 1.48% cost of living adjustment.

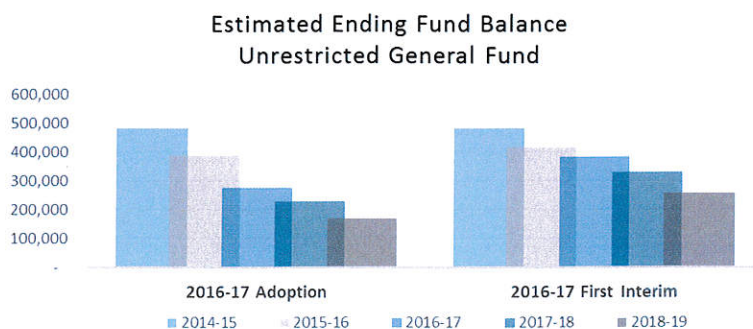
The budget also includes a proposal for \$287 million in one-time Proposition 98 funding for all school districts equal to slightly less than \$50 per pupil, with these funds intended to offset any mandate reimbursement claims. These funds are to be used at local discretion to support critical investments such as content standards implementation, technology, professional development, induction programs for beginning teachers, and deferred maintenance.

While voters approved an extension of temporary Proposition 30 taxes in November, 2016, the new funding generated by Proposition 55 will extend the state’s reliance on a volatile source of revenue: capital gains and stock market swings that have amplified the impact of recessions and recoveries.

Finally, in spite of increased state revenues, school districts will continue to be challenged to keep up with the rising costs of pension obligations associated with CalSTRS and CalPERS increases set over the next five years. While districts had factored in STRS and PERS increases when preparing multi-year projections, the CalPERS board recently took action to reduce the discount rate (the average interest earnings) and phase in an additional increase to the employer and employee contribution rates over the next three years. This ongoing and increasing liability calls for budgetary prudence in spite of increased revenues.

CHANGE IN BUDGETARY POSITION for NICASIO SCHOOL DISTRICT

The District’s First Interim budget and multi-year projection reflects an improvement in budgetary position when compared to the Adopted budget. The following chart displays the District’s estimated ending fund balance in the unrestricted general fund for the last two years and the District’s projection for the current and two subsequent years as reported at Adoption compared to First Interim:

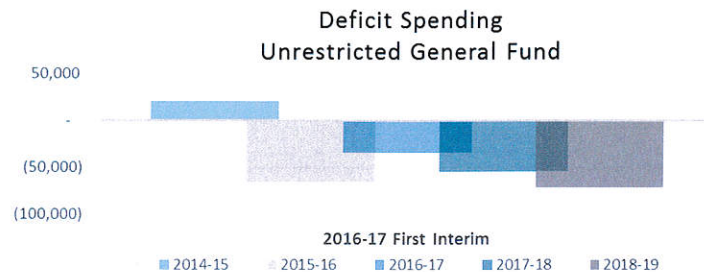


The last several years have seen substantial one-time revenues that have helped immensely in meeting the many competing demands, however, if expended on ongoing commitments, the District’s budget has to absorb future costs. The final budget for 2016-17 includes just \$214 per ADA in one-time revenues and the 2017-18 Governor’s budget proposal includes less than \$50 per ADA in one-time revenues. The District’s financial position is under increasing pressure from retirement system increases, obligations under the LCFF supplemental

grant as well as natural inflation. The retirement system cost increases alone are projected to outpace the budgeted increase in LCFF revenues (including property taxes) in the current year.

OPERATING DEFICITS

The District's budget and multi-year projection continues to project operating deficits in the unrestricted general fund as displayed in the chart below.



The cumulative impact of this projected deficit spending is a 38% decline in fund balance over the current plus two subsequent years, leaving the District with reserves of \$0.25 million or 25% of total expenditures at June 30, 2019. While some deficit spending may be a result of one-time costs from prior year funding sources, ongoing structural deficits threaten a school district's future educational programs.

The influx of one-time revenues that we've seen repeated over the last few years have eased deficit spending for many districts. As reflected in the chart above, the elimination of these revenues exacerbates projected deficit spending in the subsequent years. Districts that wait too long to address and correct structural deficits are forced to make dramatic corrections all at once. In contrast, carefully planned and phased-in structural corrections lessen the impact on children.

LOCAL CONTROL FUNDING FORMULA (LCFF) for NICASIO SCHOOL DISTRICT

Although the 2016-17 state budget includes a significant increase in Proposition 98 funding for schools, the increase is largely directed towards fully implementing the LCFF. Notwithstanding the restoration to education funding, the new funding formula has markedly different results for the individual districts in Marin County.

For basic aid districts, including Nicasio School District, the LCFF does not generate any additional revenue beyond the previously restricted categorical funding received in 2012-13. Nonetheless, the District has an obligation under the new funding formula to direct the supplemental grant included in the District's LCFF entitlement towards increasing or improving services to pupils of higher need. The District's 2016-17 LCFF supplemental grant entitlement as reported in the District's approved LCAP is \$19,521, an increase of \$1,546 over the prior year.

LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP) for NICASIO SCHOOL DISTRICT

Under the LCFF, each district is required to adopt an LCAP, aligned with the state's priorities, that identifies locally developed goals, actions and expenditures to attain outcomes for all students. The LCAP is the district's blueprint for college and career success for all students. The State Board of Education has adopted an updated template for preparation of the LCAP for the cycle beginning in 2017-18 and has begun to adopt the evaluation rubrics that help assess the District's success in improving pupil outcomes. The Marin County Office of Education

will be providing professional development again this year as part of our commitment to working with districts in support of their locally defined goals to make the LCAP process more meaningful while ensuring compliance with state statutes.

PROPERTY TAX TRENDS

Property taxes provide 89% of the District's total unrestricted revenue sources. The following chart shows actual growth rates through 2015-16 and the County of Marin projection for 2016-17.



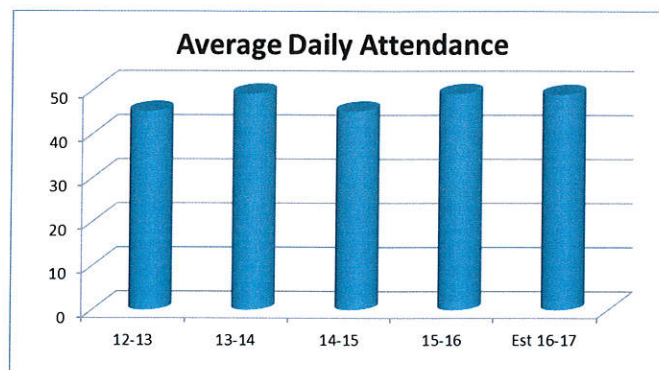
COMMUNITY FUNDED DISTRICTS – BASIC AID

Community funded districts are commonly called “basic aid”, which refers to the basic aid entitlement for all students of \$120 per Average Daily Attendance (ADA) as set forth in the California Constitution and defined in Education Code Section 41975. Ultimately, basic aid districts receive the benefit of excess taxes which exceed their LCFF entitlement.

An additional constitutional guarantee began with the passage of Proposition 30. Drafted as a means of guaranteeing benefit to all schools, Proposition 30's Education Protection Act (EPA) which expires in 2018 provides that no school district shall receive less than \$200 per Average Daily Attendance. Proposition 55 approved by the voters in November, 2016 extends this temporary tax and associated funding to school districts through 2030.

STUDENT ATTENDANCE

The District's average daily attendance (ADA) has remained fairly stable as shown in the chart below.



FEDERAL BUDGET

President Obama signed a continuing resolution in December, 2016 funding government operations through April, 2017 at the current budget cap. This means 2017-18 federal funding for schools will remain essentially flat unless changed by the new administration.

The federal government recently released regulations to implement the provisions of the newly enacted 'Every Student Succeeds Act' (ESSA). ESSA reauthorizes the Elementary and Secondary Education Act (ESEA) and replaces the No Child Left Behind (NCLB) Act. The regulations impose new accounting requirements that will require changes to the current state-wide system. Most provisions of the new law will not become effective until 2017-18 or later.

Overall, the new law provides states authority on standards, assessments, and interventions while limiting the authority of the federal government. States must develop and implement a single, statewide accountability system that measures academic achievement. The State Board of Education (SBE) continues to work on aligning the state's accountability and assessment system, including the Local Control and Accountability Plans, with the ESSA.

PARCEL TAXES

Your community has shown support for its schools through a parcel tax. The District's multi-year projection includes parcel taxes in all three years starting with a base of \$183 thousand in the First Interim budget representing 18% of the District's total general fund revenue sources. The District's current parcel tax is escalated 3% annually and expires on June 30, 2025.

SALARY SETTLEMENTS

School districts are in the "people business." We note the District is in process of settling negotiations with all bargaining units for 2016-17 and 2017-18. Due to the ongoing nature of these costs, any permanent increases to salary require permanent and ongoing funding sources. When the District and bargaining unit are ready to settle negotiations, Government Code 3547.5 requires the District to publicly disclose costs, as certified by the superintendent and chief fiscal officer. Please provide a Public Disclosure of Collective Bargaining Agreement including the tentative agreement(s) and multi-year projection to our office 10 working days prior to Board approval. Budget revisions associated with salary settlements should be approved within 45 days of Board approval.

CASH FLOW

The District's historical cash flow statements indicate the District has sufficient cash throughout the year to meet operating expenditures without external cash borrowing. The District is well advised to maintain reserve levels at far higher levels than the state required minimums to ensure sufficient cash for operating purposes.

BOND FINANCING

The District previously issued general obligation bonds under the authority of Measure H approved by the voters in November, 1999. As of June 30, 2016 the District reported outstanding general obligation bond debt of \$1.85 million. The debt service schedule indicates all outstanding debt will be retired by June 30, 2025.

School district bond financing has come under increasing scrutiny in the past few years and is subject to new regulations relative to disclosure, issuance structure and debt-service ratios. Effective January 1, 2017 the sale of

any municipal debt must be reported to the California Debt and Investment Advisory Commission (CDIAC) thirty days prior to the sale. The passage of Senate Bill 1029 in 2016 also requires all districts issuing debt to have adopted a debt policy. We are encouraging all Marin County school districts to become familiar with the resources available through CDIAC and the best practices guides related to financing published by the Government Finance Officers Association (GFOA) to assist in the management of risks associated with bond financing.

RESERVES

The District maintains the state-required minimum reserve for economic uncertainty of \$66,000 in the current and two subsequent years. In addition, we note the District maintains a board reserve of \$180,000 for a total reserve of \$246,000 which is maintained in the current and both subsequent years. All school districts, whether state aid or community funded, are well advised to establish higher than minimum reserves in order to provide for the financial flexibility to absorb unanticipated expenditures without significant disruption to educational programs, cash flow deferrals, and general economic uncertainties. Higher than minimum reserves allows the District to better ensure a consistent and stable program offering for students.

CONCLUSION

We thank Margie Bonardi for her timely submission of the First Interim budget using the statutorily required forms. If you have any questions, please do not hesitate to contact me at 415-491-6607.

We appreciate your dedication and service to the children of Marin County. Due to your good fiscal stewardship, the children of Marin County will continue to experience quality education now and in the future.

Sincerely,

MARY JANE BURKE
Marin County Superintendent of Schools



JAMES R. CERRETA
Assistant Superintendent

cc: Dr. Thomas Lohwasser, Superintendent
Margie Bonardi, Interim Chief Business Official

Disclaimer

MarinEMT is a part of Marin County Energy Watch, a joint project of Pacific Gas and Electric Company, the County of Marin and local energy-efficiency experts. MarinEMT is funded by California utility ratepayers and administered by Pacific Gas and Electric Company under the auspices of the California Public Utilities Commission. MarinEMT, its employees, or subcontractors, do not imply any guarantees. This report is only intended to help you select various energy-efficiency measures identified in this study.

MarinEMT efforts were conducted in full compliance with the California Energy Commission (CEC) "Proposition 39: California Clean Energy Jobs Act – 2013 Program Implementation Guidelines" and "Proposition 39: California Clean Energy Jobs Act - 2013 Energy Expenditure Plan Handbook".

Energy savings are estimated using standard engineering and CEC methodologies. MarinEMT may have relied on facility engineering and management staff for much of the operating and equipment use information used in the energy analysis. Electric and natural gas cost and savings are based on historical energy use and cost data.

MarinEMT is not liable for the improper installation of DIY equipment. Preapproval, Project Agreements, and post work inspections are required to receive rebates or other incentives reflected in the cost benefit analysis.