Ducor School

23761 Avenue 56 – P.O. Box 249 Ducor, CA 93218 (559) 534-2261

Board of Trustees: Jim Koontz (President) Patricia Hughes (Member)

Flora Rodriguez (Member) Mary McGill (Member)

Amparo Mariscal (Clerk)

School Board Meeting

January 9, 2018 Meeting Place: Library, Room 23

Open Session 5:30 PM

*Possible board action

resolution: 2

Agenda

1.	Called to order: Time:pm
	President Jim Koontz Board Member Flora Rodriguez Board Member Mary McGill Board Member Patricia Hughes Clerk Amparo Mariscal
	1.1 Pledge of Allegiance
	1.2 Introduction of Visitors:
	1.3 Community Input:
2.	Regular Business Agenda: Board Action
	2.1- PUBLIC HEARING: Public hearing was opened by the president at Public Comments: Public hearing was closed at
	2.2 * December 12, 2017 Board Minutes: Review of minutes for any corrections. Board Action:
	Action: Mr. Koontz Mrs. Rodriguez Mrs. Hughes Mrs. Mariscal Mrs. McGill
	2.3 *Accounts Payable: Review of accounts payable. Board Action:
	Action: Mr. Koontz Mrs. Rodriguez Mrs. Hughes Mrs. Mariscal Mrs. McGill
	2.4 * Board Revision: TCOE Mrs. Rachel Nunez provided a monthly budget revision report. Board Action:
	Action: Mr. KoontzMrs. RodriguezMrs. HughesMrs. MariscalMrs. McGill
	2.5 * Yard Duty/Cafeteria Supervisor Salary Schedule for 2017-18 school year. Classified position. Board Action
	Action: Mr. Koontz Mrs. Rodriguez Mrs. Hughes Mrs. Mariscal Mrs. McGill
	2.6 * Cafeteria Worker: 2017-18 classified salary schedule. Adjustment on the salary schedule to reflect the hourly rate increase beginning January 2018. Board Action:
	Action: Mr. KoontzMrs, RodriguezMrs, HughesMrs, Mariscal_Mrs, McGill
	2.7 *DGS-Office of Public School Construction (OPSC) has completed its expenditure review. Two options in regards to the overspent amount of \$1,719.08 for this financial hardship project. Superintendent Rodriguez choose option 1 which is to reduce future financial hardship projects by the given amount.
	Action: Mr. Koontz Mrs. Rodriguez Mrs. Hughes Mrs. Mariscal Mrs. McGill

Ducor School

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Board of Trustees: Jim Koontz (President) Patricia Hughes (Member)

Flora Rodriguez (Member) Mary McGill (Member)

Amparo Mariscal (Clerk)

School Board Meeting

December 12, 2017 Meeting Place: Library, Room 23 Open Session 5:30 PM

resolution: 2

*Possible board action

MINUTES

1.	Called to order: Time:5:32pm
	_ABS President Jim Koontz ABSBoard Member Flora Rodriguezx Board Member Mary McGillxBoard Member Patricia Hughesx_Clerk Amparo Mariscal
	1.1 Pledge of Allegiance
	1.2 Introduction of Visitors: Juan Reyes, Rachel Nunez, M. Woodruff, F. Pace, D. Hill
	1.3 Community Input: Mr. Juan Reyes discussed how his program working with students have helped and improve school environment. The counseling services has helped many students cope with many personal issues.
2.	Regular Business Agenda: Board Action
	2.0 PUBLIC HEARING: Public hearing was opened by the president at Public Comments: Public hearing was closed at
	2.1 Annual Organizational Meeting (Ed Code 35143). Board members can elect to change presidency and clerk. The following documents need to be completed and submitted if board members title have changed.
	Authorized signatures form EC42633, Board representative to vote in 2018 elections of county committee members (EC 4005, 35023), Certification of District clerk election (EC 35143), Statement of Facts (Gov. Code 53051) and government board member information sheet. Board Action: No Changes, Board elect maintain board positions.
	Action: Mr. Koontz_ABS_ Mrs. Rodriguez_ABS_ Mrs. Hughes_aye_ Mrs. Mariscal2_Mrs. McGillM
	2.2 * November 13, 2017 Board Minutes: Review of minutes for any corrections. No corrections or changes needed. Board Action: Approved.
	Action: Mr. Koontz_ABS_ Mrs. Rodriguez_ABS_ Mrs. Hughes_aye_ Mrs. Mariscal_ M_ Mrs. McGill2
	2.3 * Accounts Payable: Review of accounts payable. No comments. Board Action: Approved.
	Action: Mr. Koontz_ABS_ Mrs. Rodriguez_ABS_ Mrs. Hughes_aye_ Mrs. Mariscal_2_ Mrs. McGill_M
	2.4 * First Interim District Certification Report: TCOE external business accountant Mrs. Rachel Nunez submitting the budget plan and expenses for the school year. Mrs. Nunez explained the categorical funding for each restricted and unrestricted budget planning for this school year and the next two years. NO comments or concerns from the board. Board Action: Approved
	Action: Mr. Koontz_ABS_ Mrs. Rodriguez_ABS_ Mrs. Hughes_aye_ Mrs. Mariscal_m_ Mrs. McGill_2

	2.5 * MYP-Unrestricted general fund assumptions: TCOE external business Mrs. Rachel Nunez submitting the plan of expenses for the 2017-18 school year. Mrs. Nunez explained the budgetary expenditures, changes in balance and end of the year estimate balance. No comments or changes. Board Action: Approved
	Action: Mr. Koontz_ABS_ Mrs. Rodriguez_ABS Mrs. Hughes_aye_ Mrs. Mariscal_m_ Mrs. McGill _2
	2.6 DGS-Office of Public School Construction will perform an expenditure review for the 2012 building modernization. The expenditure report questions why construction funding was used to purchase computers. Superintendent Rodriguez explained that this items was set as an action for possible future action as needed. Superintendent Rodriguez explained that the expenditure report was being reviewed and that no findings has been reported. Superintendent Rodriguez explained that the possibility of a financial cost may be subject for review and approval if needed. NO ACTION: Informational
3.	Informational:
	 3.1 Attendance: Superintendent expressed students attendance was great and that there has been two 100% school wid attendance. 3.2 Dashboard Comments: To have a "met" status on the dashboard, language must be submitted for public review the explains how the school district will meet priorities 1,2,3 and 6. Superintendent Rodriguez explained that the board we to hear what information was going to be placed in the dashboard to meet the explanation section of "met" or "not met". Superintendent Rodriguez reviewed the priorities that were being met and explained how these priorities were going to be met. 3.3 2017 Dashboard Report: Review of the dashboard indicators and explaining of color indicators. Superintendent Rodriguez explained and reviewed with the board and public how the dashboard calculated the 2018 evaluation. Superintendent Rodriguez compared 2017 to 2018 and showed increase in ELA and MATH as well as improved suspension rate. 3.4 2017-18 employee positions. Superintendent Rodriguez shared the current teacher and positions. Superintendent Rodriguez did leave out the coach by accident and was reminded that she is currently working with students and staff. 3.5 County of Agriculture Commissioner adopted regulations for January 1, 2018. Review of new laws concerning ag Spraying near schools. 3.6 CTA School Board appreciation dinner February 8, 2018. Informational if board members would like to attend.
4.	Adjourn to Closed Session: Time: 6:22 pm
	Action: Mr. Koontz_ABS_ Mrs. Rodriguez_ABS Mrs. Hughes_aye_ Mrs. Mariscal2_ Mrs. McGillm_
5.	Closed Session: Business 5.1. New law concerning superintendent contract: No actions taken. Review only.
6.	Report Out of Closed Session: Time: 6:32 pm
	Action: Mr. Koontz_ABS_ Mrs. Rodriguez_ABS Mrs, Hughesaye_ Mrs. Mariscalm_ Mrs. McGill2
7.	Adjournment: Time: 6:32 pm
	Action: Mr. Koontz_ABS_ Mrs. Rodriguez_ABSMrs. Hughesaye_Mrs. Mariscal _m Mrs. McGill2_

3.

12/7/2017 3:30:02PM Accounts Payable Final PreList - 12/7/2017 3:30:02PM

Page 1 of 2 APY500

	*** FINAL ***	* *		
	Batch No 213	13		
		Audit		
ode	Amount Flag EFT	Flag	EFT	
-0-11100-10000-58000-0-0000	\$131.75			
2in1 notebook. Assigned the u				

013	013		001			013422		013383		012832		013295				012999	Vendor No	
013386 G&S	013032 ECO		001647 DUC									295 AT&T		ADVA	ADVA			
G&S Electric	ECONOMY LOCK AND KEY		DUCOR TELEPHONE CO			Document Tracking Services,		CVIN, LLC		CDW GOVERNMENT		٢	1	ADVANCED MICRO SYSTEMS	ADVANCED MICRO SYSTEMS	ADVANCED MICRO SYSTEMS	Vendor Name	
PV-180368	PV-180369		PV-180361			PV-180360		PV-180364		PV-180363		PV-180358		PV-180366	PV-180357	PV-180356	Number	Reference
11/30/2017	12/7/2017		12/1/2017			11/1/2017		12/1/2017		8/10/2017		11/25/2017		11/22/2017	11/22/2017	11/7/2017	Date	Invoice
3545	23659		000547 C0282			#T-932180002		10685		JSZ5129		Nov 25 2017		180373	180362	180334	PO # Invoice No	
010-81500-0-00000-81100-56000-0-0000 bid work electrical for t.v., troubleshoot outlet	010-00000-0-00000-82000-88000-0-0000 service call at \$65 and \$25 for labor. Office door Total Check Amount:	Total Check Amount:	010-00000-0-00000-82000-55000-0-0000 school phones	Total Check Amount:	translation of 2017 LCAP & annual update	010-00000-0-00000-27000-58000-0-0000	Total Check Amount:	010-00000-0-00000-27000-59000-0-0000 internet connection	Total Check Amount:	010-30100-0-11100-10000-43000-0-0000 35 Cyber OEM stereo headsets at \$13.19e plus shipp	Total Check Amount:	010-00000-0-00000-82000-55000-0-0000 long.distance, fire alarm, protection 1	Total Check Amount:	010-0000-0-00000-27000-58000-0-0000 Network Optimization Agreement for December	010-00000-0-00000-27000-58000-0-0000 performed regular maintenance on server in compute	010-30100-0-11100-10000-58000-0-0000 setup the new Lenovo 2in1 notebook. Assigned the u	Check Account Code	Separate
\$1,264,32	\$90.00	\$2.81	\$2.81	\$1,179.77		\$1,179.77	\$109.15	\$109.15	\$514,69	\$514,69	\$93.07	\$93.07	\$734.05	\$536.00	\$66.30	\$151.75	Amount	•
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Accounts Payable Final PreList - 12/7/2017 3:30:02PM

Page 2 of 2 APY500

	012434 WASTE MANAGEMENT		012681 SISC III		012652 SIGNAL AUTO PARTS		013252 PUSD STUDENT NUTRITION		013419 John Dhanens		013441 Home Depot Credit Services		Vendor No Vendor Name
	MENT PV-180362		PV-180359		राड PV-180365		UTRITION PV-180370		PV-180367		PV-180371		Number
	11/1/2017		12/1/2017		12/7/2017		10/6/2017		9/20/2017		10/24/2017		Date PO#]
	4141462-0165-5		Dec 1 thru Dec 31		39498		8117		920		6171218		Invoice No
Total Check Amount:	010-00000-0-00000-82000-55000-0-0000 trash services for November 2017	Total Check Amount:	010-00000-0-00000-00000-95024-0-0000 Health&Welfare benefits	Total Check Amount:	010-00000-0-00000-36000-43000-0-0000 def 2-1/2 gallon for bus 5	Total Check Amount:	130-53100-0-00000-37000-58000-0-0000 student/adult breakfast and lunch. Afterschool sna	Total Check Amount:	010-11000-0-11100-10000-43000-0-0000 Oster blender, duct tape for general hands on acti	Total Check Amount:	010-11000-0-00000-82000-43000-0-0000 ryegrass, rose plant food, heat lamp, 14 watt led	Total Check Amount:	Check Account Code
\$538.26	\$538.26	\$22,001.00	\$22,001.00	\$71.42	\$71.42	\$16,313.60	\$16,313.60	\$20.61	\$20.61	\$293.10	\$293.10	\$1,264.32	Amount
,			ഗ				Þ				Z		Flag EFT

Page 1 of 1 APY500

Reference Accounts Payable Final PreList - 12/7/2017 3:30:02PM Invoice PO # Invoice No

Vendor No Vendor Name

Number

Date

Separate

Check Account Code

Audit Amount Flag EFT

Batch No 213 *** FINAL ***

\$43,225.85

Total District Payment Amount:

Reference Number

Invoice Date

PO # Invoice No

Separate

Check Account Code

Batch No 213

*** FINAL ***

Batch No 213

Amount Flag EFT Audit

\$43,225.85

Total Accounts Payable:

The School District hereby orders that payment be made to each of the

above vendors in the amounts indicated on the preceding Accounts Payable Final totaling 43,225.85 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

Authorizing Signature

Date

Fund Summary	Total
010	\$26,912.25
130	\$16,313.60
Total	\$43,225.85

ι μιαι ε County Office of Education 12/21/2017 Accounts Payable Final PreList - 12/21/2017 11:47:51ΑΜ

Page 1 of 2 APY500

Batch No 215 Audit	*** FINAL ***
it	*

013005		013451					,	013099 [013417		013309 B	t s	. ⇔	013311 A		⊳	013312 A	Vendor No V
LOZANO SMITH		Juan T. Reyes Consulting		NC	DON ROSE OIL COMPANY,	INC.	NC.	DON ROSE OIL COMPANY,		Culligan (Water Conditioning)		BRIGHT ARROW	OUEXATCH.	SERVICE AMERIPRIDE UNIFORM	AMERIPRIDE UNIFORM		AMERIPRIDE - CAFETERIA	AMERIPRIDE - CAFETERIA	Vendor Name
PV-180387		PV-180381			PV-180385	1.0000 1.0000	100000	PV-180383		PV-180386		PV-180382		PV-180390	PV-180389		PV-180392	PV-180391	Reference Number
12/12/2017		12/1/2017			11/29/2017	F E/ C/ 80 F	11/0/2017	11/3/2017		11/30/2017		12/7/2017		12/6/2017	12/13/2017		12/13/2017	12/6/2017	Invoice Date
2040642		005			253524		757707	213122		30865		8132		1502037693	1502042665		1502042666	1502037694	PO # Invoice No
010-00000-0-00000-71100-58000-0-0000 legal services regarding unfair labor practice	Total Check Amount:	010-07200-0-11100-31100-58000-0-0101 guidance counselor	Total Check Amount:	loaded 250gals propane at \$1.599gal, percntg fee,	010-0000-0-000082000-55000-0-0000 010-00000-0-000082000-55000-0-0000		ioaded 383gals diesel at \$2.725gal, plus spillage 010-00000-0-00000-82000-55000-0-0000	010-00000-0-00000-36000-43000-0-0000	Total Check Amount:	010-00000-0-00000-82000-55000-0-0000 bottled water	Total Check Amount:	010-00000-0-00000-27000-58000-0-0000 Digital voice dialer renewal	Total Check Amount:	mop dry, mop dry handle, towel wiper, mats 010-00000-0-00000-82000-55000-0-0000	010-00000-0-00000-82000-55000-0-0000	Total Check Amount:	130-53100-0-00000-82000-55000-0-0000	130-53100-0-00000-82000-55000-0-0000	Separate Check Account Code
\$1,505.18	\$5,928.00	\$5,928.00 J	\$2,040.87		\$436.08		\$268.75	\$1,336.04	\$192,00	\$192.00	\$167.00	\$167.00	\$195,64	\$97.82	\$97.82	\$78.18	\$39.09	\$39.09	Audit Amount Flag EFT

Accounts Payable Final PreList - 12/21/2017 11:47:51AM

Page 2 of 2 APY500

*** FINAL ***

\$5.08	Total Check Amount:					
	1/2" pvc plug, 3/4" pvc plug, carriage boit				SUPPLY	
\$5.08	010-00000-0-00000-82000-55000-0-0000	1847	12/2/2017	PV-180380	TERRA BELLA IRRIGATION	012106
\$65.16	Total Check Amount:					
	truck platform with handle				SUPPLY	
\$65.16	010-1.1000-0-00000-82000-43000-0-0000	PINV0364073	12/12/2017	PV-180388	SOUTHWEST SCHOOL	013162
\$45.00	Total Check Amount:					
\$45.00 H	130-53100-0-00000-82000-55000-0-0000 spray for ants, roaches, spiders	1593350	12/2/2017	PV-180379	RES COM Pest Control	013199
\$250.71	Total Check Amount:					
	tissue paper pack				1	
\$10.76	plastic push pins, 5 boxes washable markers, ink 010-07200-0-11100-10000-43000-0-0301	2920569	12/4/2017	PV-180378	QUILL CORPORATION	
\$80.29	box of 24 lanyards 010-07200-0-11100-10000-43000-0-0301	2834386	11/29/2017	PV-180377	QUILL CORPORATION	
\$14.72	set of 12 metal whistles: 010-00000-0-00000-27000-43000-0-0000	2953581	12/4/2017	PV-180376	QUILL CORPORATION	
\$9,69	1 box nydrogen Peroxide at \$4+.55 a box bids tax 010-00000-0-00000-27000-43000-0-0000	3009461	12/6/2017	PV-180375	QUILL CORPORATION	
\$16.15	12 Willsutes, salidwich dags, dry chase hierkers, pen 010-00000-0-00000-27000-43000-0-0000	3008829	12/6/2017	PV-180374	QUILL CORPORATION	
\$119.10	010-00000-0-00000-27000-43000-0-0000	2958824	12/4/2017	PV-180373	QUILL CORPORATION	012443
\$115.00	Total Check Amount:					
\$115,00	010-00000-0-00000-82000-58000-0-0000 removed last row seats on transit wagon	6016127/1	12/11/2017	PV-180393	Porterville Ford	013470
\$1,505.18	Total Check Amount:					
*** FINAL *** Batch No 215 Audit Amount Flag EFT	Separate Check Account Code	PO # Invoice No	Invoice Date	Reference Number	Vendor Name	Vendor No

Accounts Payable Final PreList - 12/21/2017 11:47:51AM

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*** FINAL ***

Batch No 215

Amount Flag EFT

Total District Payment Amount:

\$10,587,82

Reference Number

Vendor No Vendor Name

Invoice

PO # Invoice No

Separate

Check Account Code

Batch No 215 Audit

\$10,587.82 Amount Flag EFT

Total Accounts Payable:

Separate Check Account Code

Vendor No Vendor Name

Reference

Invoice

PO # Invoice No

Batch No 215

The School District hereby orders that payment be made to each of the above vendors in the amounts indicated on the preceding Accounts Payable Final totaling 10,587.82 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

Authorizing Signature

Date

Reference Invoice

Separate

Accounts Payable Final PreList - 1/4/2018 3:17:43PM

Page 1 of 2 APY500

\$154.06	Amount Flag EFT	Audit	Batch No 216	*** FINAL ***
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Total Check Amount:
glass cleaner, pick up tool, degliedsel, licavy duty 010-00000-0-00000-82000-55000-0-0000
010-00000-0-00000-82000-55000-0-0000
Total Check Amount:
2 school outdoor nylon flags \$35.99 and \$49.56
010-00000-0-00000-27000-43000-0-0000
Total Check Amount:
010-00000-0-00000-82000-55000-0-0000
Total Check Amount:
010-00000-0-00000-27000-52000-0-0000 FCMAT ASB Workshop registration for Isidro, Jeremi
Total Check Amount:
010-00000-0-00000-82000-55000-0-0000 165
Total Check Amount:
mop dry 24", mop dry handle, towel wiper, mats, se
010-00000-0-00000-82000-55000-0-0000
Total Check Amount:
130-53100-0-00000-82000-55000-0-0000 towel microfiber ribbed, mop wet Irge, service cha
Total Check Amount:
010-00000-0-11100-10000-58000-0-0000 rental for Halloween carnival

5
Ducor
Union
Elementary
School
Distr

013389

US Bank Equipment Finance

PV-180397 12/21/2017

346805542

contract payment for lease on copiers plus late ch

010-00000-0-00000-72000-58000-0-0000

\$1,077.45

Reference

Invoice Date

012434 WASTE MANAGEMENT

PV-180399

1/1/2018

4156306-0165-6

Accounts Payable Final Pi **Tulare County Office of Education**

lare County Office of Education ayable Final PreList - 1/4/2018 3:17:43PM	1/4/2018 3:17:43PM	Page 2 of 2 APY500
,		*** FINAL ***
		Batch No 216
Separate		Audit
PO # Invoice No Check Account Code		Amount Flag EFT

010-0000-0-00000-82000-55000-0-0000 Trash services for December 2017 Total Check Amount: Total Check Amount: \$1,077,45 \$538.26 \$538,26

	5
	Ducor
	Union
	10 Ducor Union Elementary School Distr
	School
	Distr
1 1 1	Tulare C
;	Count

Reference Number

Invoice Date

PO # Invoice No

Separate

Check Account Code

Accounts Payable Final PreList - 1/4/2018 3:17:43PM

Page 1 of 1 APY500

*** FINAL ***

Batch No 216 Amount Flag EFT Audit

Total District Payment Amount:

\$4,572.08

Reference Number

Invoice Date

PO # Invoice No

Separate

Check Account Code

Batch No 216

Accounts Payable Final PreList - 1/4/2018 3:17:43PM **Tulare County Office of Education**

3:17:43PM 1/4/2018

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*** FINAL ***

Batch No 216

Amount Flag EFT

\$4,572.08

Total Accounts Payable:

The School District hereby orders that payment be made to each of the above vendors in the amounts indicated on the preceding Accounts Payable Final totaling 4,572.08 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

Authorizing Signature

Date

Fund Summary	Total
010	\$4,532.99
130	\$39.09
Total	\$4,572.08

2.	1

10 Ducor Union Elementary School Distri Fiscal Year: 2018

Budget Revision Report

BGR030 Rachelmgr

Control Number: 10537374

1/5/2018 10:23:00AM

। dg Revision Final

	Account Classification	Approved / Revised	Change Amount	Proposed Budget
und: 0100 Revenues	General Fund			
	010-58126-0-00000-00000-82900-0-0000	\$10,000.00	\$570.00	\$10,570.00
Federal Revenues		\$10,000.00	\$570.00	\$10,570.00
otal Revenues		\$10,000.00	\$570.00	\$10,570.00
Expenditures				
	010-62640-0-11100-10000-11000-0-0000	\$10,034.00	(\$23.00)	\$10,011.00
Certificated Salaries	aries	\$10,034.00	(\$23.00)	\$10,011.00
	010-62640-0-11100-10000-33012-0-0000	\$30.00	\$23.00	\$53.00
Employee Benefits	fits	\$30.00	\$23.00	\$53.00
	010-00000-0-00000-82000-44000-0-0000 010-58126-0-11100-10000-43000-0-0000	\$0.00 \$4,300.00	\$2,000.00 \$6,270.00	\$2,000.00 \$10,570.00
Books and Supplies	plies	\$4,300.00	\$8,270.00	\$12,570.00
	010-00000-0-00000-71100-58000-0-0000 010-58126-0-11100-10000-58000-0-0000	\$10,000.00 \$5,000.00	\$1,120.00 (\$5,000.00)	\$11,120.00 \$0.00
Services, Other	Services, Other Operating Expenses	\$15,000.00	(\$3,880.00)	\$11,120.00
	010-58126-0-00000-72100-73100-0-0000	\$700.00	(\$700.00)	\$0.00
Direct Support/Indirect Costs	/Indirect Costs	\$700.00	(\$700.00)	\$0.00
otal Expenditures	es	\$30,064.00	\$3,690.00	\$33,754.00

10 Ducor Union Elementary School Distri Fiscal Year: 2018

Budget Revision Report

ldg Revision Final

Account Classification

Approved / Revised

BGR030 Rachelmgr

1/5/2018 10:23:00AM

Change Amount

Control Number: 10537374

Proposed Budget

\$671,272.46

(\$3,120.00)

Budgeted Unappropriated Fund Balance after this adjustment:

Total Adjustment to Unappropriated Fund Balance:

Budgeted Unappropriated Fund Balance before this adjustment:

\$668,152.46

10 Ducor Union Elementary School Distri Fiscal Year: 2018

Budget Revision Report

BGR030 Rachelmgr

1/5/2018 10:23:00AM

3dg Revision Final

Account Classification

Approved / Revised

Change Amount

Control Number: 10537374

Proposed Budget

At a meeting of the school board on ______ the board approved the above budget account lines change to those amounts indicated in the proposed budget column.

(County Office Use Only) * Updated at County Office on __

ρ

Authorized by:

Pag∽ ₹ of 3

2,5

DUCOR UNION ELEMENTARY SCHOOL DISTRICT 2017-2018 Classified Salary Schedule Yard Duty/Cafeteria Supervisor

11.44
11.89
12.40
12.87
13.38
13.71
14.24
14.46
15.64
16.29
16.92
17.64
18.63
18.85
19.80
20.57

2.6

DUCOR UNION ELEMENTARY SCHOOL DISTRICT 2017-2018 Classified Salary Schedule CAFETERIA WORKER

Effective 01/01/2018

1	10.50
2	10.79
3	11,35
4	11.86
5	12.38
6	12.88
7	13.39
8	13.96
9	14.49
10	15.10
11	15.78
12	16.34
13	17.01
14	17.70
15	18.43
20	19.16



State of California

Department of Industrial Relations

Labor Commissioner's Office | Minimum Wage

./linimum Wage

Although there are some exceptions, almost all employees in California must be paid the minimum wage as required by state law. Effective January 1, 2017, the minimum wage for all industries will be increased yearly. From January 1, 2017, to January 1, 2022, the minimum wage will increase for employers employing 26 or more employees. This increase will be delayed one year for employers employing 25 or fewer employees, from January 1, 2018, to January 1, 2023. The scheduled increases may be temporarily suspended by the Governor, based on certain determinations. (Please see the chart below for the complete schedule of rate increases).

For more information and guidance on how to count employees for the purpose of determining whether an employer qualifies as an employer with 25 employees or less please see New Minimum Wage Phase- in Requirements 2017-2023, SB 3 Frequently Asked Questions page.

There are some employees who are exempt from the minimum wage law, such as outside salespersons, individuals who are the parent, spouse, or child of the employer, and apprentices regularly indentured under the State Division of Apprenticeship Standards.

Minimum Wage Order (MW-2017)

There is an exception for learners, regardless of age, who may be paid not less than 85 percent of the minimum wage rounded to the nearest nickel during their first 160 hours of employment in occupations in which they have no previous similar or related experience.

There are also exceptions for employees who are mentally or physically disabled, or both, and for nonprofit organizations such as sheltered workshops or rehabilitation facilities that employ disabled workers. Such individuals and organizations may be issued a special license by the Division of Labor Standards Enforcement authorizing employment at a wage less than the legal minimum wage. Labor Code Sections 1191 and 1191.5

Schedule for California Minimum Wage rate 2017-2023.

Date	Minimum Wage for Employers with 25 Employees or Less	Minimum Wage for Employers with 26 Employees or Mor
January 1, 2017	\$10.00/hour	\$10.50/hour
January 1, 2018	\$10.50/hour	\$11.00/hour
January 1, 2019	\$11.00/hour	\$12.00/hour
January 1, 2020	\$12.00/hour	\$13.00/hour
January 1, 2021	\$13.00/hour	\$14.00/hour
January 1, 2022	\$14.00/hour	\$15.00/hour
January 1, 2023	\$15.00/hour	

Frequently Asked Questions

1. What is the minimum wage?

Effective January 1, 2017 the minimum wage for all industries will be \$10.50 per hour for employers with 26 more or more employees and shall remain at \$10 per hour for employers with 25 or fewer employees. The minimum wage shall be adjusted on a yearly basis through 2023 according to the pre-set schedule shown above.

The minimum monthly salary for sheepherders is \$1,866.88 per month for employers with 26 or more employees and \$1,777.98 per month for employers with 25 or fewer employees. The minimum monthly salary for sheepherders is specially set under IWC Wage Order 14-2001. Wages paid to sheepherders may not be offset by meals or lodging provided by the employer. Instead, there are provisions in IWC Order 14-2007, Sections 10(F), (G) and (H) that apply to sheepherders with respect to monthly meal and lodging benefits required to be provided by the employer.

2. What is the difference between the local, state and federal minimum wage?

Most employers in California are subject to both the federal and state minimum wage laws. Also, local entities (cities and counties) are allowed to enact minimum wage rates and several cities* have recently adopted ordinances which establish a higher minimum wage rate for employees working within their local jurisdiction. The effect of this multiple coverage by different government sources is that when there are conflicting requirements in the laws, the employer must follow the stricter standard; that is, the one that is the most beneficial to the employee. Thus, since California's current law requires a higher minimum wage rate than does the federal law, all employers in California who are subject to both laws must pay the state minimum wage rate unless their employees are exempt under California law. Similarly, if a local entity (city or county) has adopted a higher minimum wage, employees must be paid the local wage where it is higher than the state or federal minimum wage rates.

3. May an employee agree to work for less than the minimum wage?

No. The minimum wage is an obligation of the employer and cannot be waived by any agreement, including collective bargaining agreements. Any remedial legislation written for the protection of employees may not be violated by agreement between the employer and employee. Civil Code Sections 1668 and 3513

4. Is the minimum wage the same for both adult and minor employees?

Yes. There is no distinction made between adults and minors when it comes to payment of the minimum wage.

5. I work in a restaurant as a waitperson. Can my employer use my tips as a credit toward its obligation to pay me the minimum wage?

No. An employer may not use an employee's tips as a credit toward its obligation to pay the minimum wage.

6. What can I do if my employer doesn't pay me at least the minimum wage?

You can either file a wage claim with the Division of Labor Standards Enforcement (the Labor Commissioner's Office), or file a lawsuit in court against your employer to recover the lost wages. Additionally, if you no longer work for this employer, you can make a claim for the waiting time penalty pursuant to Labor Code Section 203.

7. What is the procedure that is followed after I file a wage claim?

After your claim is completed and filed with a local office of the Division of Labor Standards Enforcement (DLSE), it will be assigned to a Deputy Labor Commissioner who will determine, based upon the circumstances of the claim and information presented, how best to proceed. Initial action taken regarding the claim can be referral to a conference or hearing, or dismissal of the claim.

If the decision is to hold a conference, the parties will be notified by mail of the date, time and place of the conference. The purpose of the conference is to determine the validity of the claim, and to see if the claim can be resolved without a hearing. If the claim is not resolved at the conference, the next step usually is to refer the matter to a hearing or dismiss it for lack of evidence.

At the hearing the parties and witnesses testify under oath, and the proceeding is recorded. After the hearing, an Order, Decision, or Award (ODA) of the Labor Commissioner will be served on the parties.

Either party may appeal the ODA to a civil court of competent jurisdiction. The court will set the matter for trial, with each party having the opportunity to present evidence and witnesses. The evidence and testimony presented at the Labor Commissioner's hearing will not be the basis for the court's decision. In the case of an appeal by the employer, DLSE may represent an employee who is financially unable to afford counsel in the court proceeding.

See the Policies and Procedures of Wage Claim Processing pamphlet for more detail on the wage claim procedure.

8. What can I do if I prevail at the hearing and the employer doesn't pay or appeal the Order, Decision, or Award?

When the Order, Decision, or Award (ODA) is in the employee's favor and there is no appeal, and the employer does not pay the ODA, the Division of Labor Standards Enforcement (DLSE) will have the court enter the ODA as a judgment against the employer. This judgment has the same force and effect as any other money judgment entered by the court. Consequently, you may either try to collect the judgment yourself or you can assign it to DLSE.

9. What can I do if my employer retaliates against me because I questioned him about not being paid the minimum wage?

If your employer discriminates or retaliates against you in any manner whatsoever, for example, he discharges you because you asked him why you weren't being paid the minimum wage, or because you file a claim or threaten to file a claim with the Labor Commissioner, you can file a discrimination/retaliation complaint with the Labor Commissioner's Office. Alternatively, you can file a lawsuit in court against your employer.

The UC Berkeley Labor Center keeps a detailed national list of local minimum wage ordinances. The Department of Industrial Relations does not monitor or verify this list but includes it here as a reference for the public: UC Berkeley Labor Center Inventory of US City and County Minimum Wage Ordinances

December 2016

File a Claim

Wage claims

Bureau of Field Enforcement

Public works complaints

Claims for retaliation or discrimination

More Services

Public records requests

Translations

Verify a license or registration

Find a wage order

Online payments

Haga un pago en línea

Learn more about DLSE

Frequently asked questions

Archives

DI SE site map

Workplace postings

Legislative reports



Governor Edmund G. Brown Jr.

December 14, 2017

Application No.: 57/71894-00-001 School: Ducor Union Elementary County of Tulare

Mr. Isidro Rodriguez
District Superintendent
Ducor Union Elementary School District
23761 Avenue 56
Ducor, CA 93218

Dear Mr. Rodriguez:

The Office of Public School Construction (OPSC) has completed its expenditure review of the abovenoted school project. The *Summary of Project Financing and Expenditures* is attached. Please do one of the following by **December 28, 2017**.

- If the District concurs with OPSC findings:
 Sign and date the attached Summary of Project Financing and Expenditures and return it to OPSC.
 Subsequently, a copy of the closing action will be sent to the District.
- If the District disagrees with OPSC findings:
 Submit a School District Appeal Request (Form SAB 189).

Should the District not respond by **December 28, 2017**, OPSC will move forward with closing out the project based on the attached *Summary of Project Financing and Expenditures*.

The District has two options in regards to the overspent amount of \$1,719.08 for this financial hardship project. Please check the appropriate box on the enclosed *Summary of Project Financing and Expenditures*.

- Option 1: The District verifies in writing that the overspent amount of \$1,719.08 will be used to
 reduce the State's financial hardship contribution on the District's next financial hardship project
 within three years from the date that the most recent State Allocation Board (SAB) full funding
 apportionment was made.
- Option 2: The District verifies in writing that it will not submit another financial hardship project for State funding within three years from the date that the most recent SAB full funding apportionment was made.

Should you have any questions concerning this matter, please contact me at Sherry.Johnson@dgs.ca.gov or (916) 376-5186, or my supervisor, Ms. Ngozi Pruett at Ngozi.Pruett@dgs.ca.gov or (916) 375-4503.

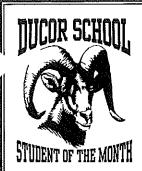
Sincerely,

SHERRY ANN JOHNSON, Auditor Office of Public School Construction

Attachment

cc: Project file

OFFICE OF PUBLIC SCHOOL CONSTRUCTION | California Government Operations Agency 707 3rd Street, 6th Floor | West Sacramento, CA 95605 | t 916.376.1771 | www.dgs.ca.gov/opsc



Superintendent

Isidro Rodriguez

Office Manager

Jeremiah Sosa

Office Secretary

Ruby Navarro

School Board Members

Patricia Hughes

Mary McGill

Jim Koontz

Amparo Mariscal

Flora Rodriguez

23761 Ave 56

Ducor, CA 93218

559-534-2261(P)

559-534-2271(F)

Ducorschool.com

Ducor Union Elementary School District

Application No.: 57/71894-00-001

To Whom It May Concern;

December 14, 2017

This letter is in reply to the Office of Public School Construction (OPSC) expenditure review. The district has elected for option 1: The district verifies that the overspent amount of \$1,719.08 will be used to reduce the State's hardship contribution on the District's next financial hardship project within three years.

Thank You.

Isidro Rodriguez, Superintenden Principa

Ducor Union Elementary School District

23761 Ave 56 Ducor, CA. 93218 Office: 559-534-2261 Fax: 559-534-2271

"Stand and Deliver, No Excuses"

www.ducorschool.com



Ducor Union
Elementary School
District is
dedicated to
providing a
quality education
program to each
of its students.

"STAND AND DELIVER"

"NO EXCUSES"

Staff Members:

Kathleen Flores

Sarina Acevedo

Florence Pace

MaryAnn Woodruff

Darren Hill

Virginia Walker

Kyle McDonald

Angela Esqueda

John Dhanens

Noe Rodriguez

Debbie Bates

Rosalba Avila

Jeff Delk

Đaniel Alcatar

Summary of Project Financing and Expenditures

	School: County: SFP Application Number: LPP Application Number:	Ducor Union Elementa Ducor Union Elementa Tulare 57/71894-00-001 N/A		• • •	
	Date:	12/14/2017			
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2	LPP State Apportionm SFP State Apportionm		1	\$ -	
3	Financial Hardship Ap		2	\$ 615,974.00	4
4	District Contribution	portioninent	3	\$ 353,698.00	·
5	Interest		4	\$ 56,951.00	_
6	Total Project Funding	•	5 6	\$ 14,626.81	
•	Total Froject Fallant	j	0	\$ 1,041,249.81	
7	Reported Expenditures	,	7	f 4.045.000.80	
8	Reported Overspent	•	8	\$ 1,042,968.89 \$ 1.719.08	4
•	responde Overspont		1213 Sam 753	\$ 1,719.08	-
9	Grant Adjustments		9	\$.	
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•-	Total (to flott / to justific	ALLO	-10	Ψ -	1
11	Final Expenditures		11	\$ 1,042,968.89	-
12	Net Overspent		12	\$ 1,719.08	
	•		PETER	1,7 10.00	1
13	Interest Due		13	\$	
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14	Total to be Returned	to the State	25-TV 18		1
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The D	istrict has two options in reg	ards to the overspent ar	mount c	of \$1,719.08 for this financia	al hardship project,
pleas	e check the appropriate box I	pelow, then sign and ret	urn this	form:	
/					
	Option 1: The District's over	rspent amount of \$1,71!	liw 80.6	I be used to reduce the Sta	ate's financial hardship
	contribution on the District's	next financial hardship _l	project	within three years from the	date that the most
	recent State Allocation Board	f (SAB) full funding app	ortionm	ient was made.	
	Option 2: The District will no	ot submit another financ	ial hard	lship project for State fundi	ing within three years
_	from the date that the most re	ecent SAB full funding a	apportio	nment was made.	
These a	are the final authorized amounts needs	eded to bring the District's ac	counting	records into compliance. Amoun	its shown supersede all authorize
amount	s shown on the Office of Public Scho	on Construction Fund Releas	e docum	ents.	
ON BE	HAL F OF THE DISTRICT I CONCU	WITH THIS ANALYSIS AN	ID REQU	IEST THAT THE OFFICE OF PU	IBLIC SCHOOL CONSTRUCTIO
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DUCOR UNION ELEMENTARY SCHOOL DISTRICT BOARD EVALUATION OF SUPERINTENDENT (2017-18)

APPRAISAL SCALE

The Board has used the following numerical scale to appraise the Superintendent's performance:

- 1. Marginal: Performance is clearly below acceptable level. (Does not meet district standards)
- 2. Fair: Performance comes close to being acceptable but further improvement is needed. (Needs improvement).
- **3. Competent:** Performance is capable or worthy of being accepted, satisfactory, sufficient.
- **4. Commendable:** Performance is noticeably better than "acceptable". (Exceeds district standards).
- **5. Distinguished:** Outstanding performance is clearly obvious to all. (A special category to recognize exemplary district performance).

EDUCATIONAL LEADERSHIP

	OVER PRODUCTION A DELIVERY OF MARKET		ര	2	4	5
	CURRICULUM DEVELOPMENT	1	2	3	4	J
1.	Coordinates curriculum development within the			•		
	district.					
2.	Provides leadership in reviewing and developing					
	curriculum.					
3.	Utilizes the talents of professionals and community					
	members.					
4.	Establishes curriculum needs of special students.					
5.	Makes recommendations for textbooks for school					
	board adoption.					
6.	Maintains a current knowledge of developments in			•		
	curriculum and instruction.					
7.	Implements the district's philosophy of education.					
Streng	ths					
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Areas	to Refine					
L		*				

STUDENT SERVICES 1 2 3 4 5 1. Develops regulations to implement student services. 2. Monitors student personnel services. 3. Monitors the student record system. 4. Implements programs relating to behavior and discipline of students. 5. Maintains programs for health and safety of students. Strengths	Assists schools in evaluating their current operations and professional development needs. Provides a climate for professional development of taff through in-service workshops and professional citivities. Ass STUDENT SERVICES Develops regulations to implement student services. Monitors student personnel services. Monitors the student record system. Implements programs relating to behavior and discipline of students. Maintains programs for health and safety of students. In the students of the students. Maintains programs for health and safety of students. In the students of the students.		PROFESSIONAL DEVELOPMENT	1	2	3	4	5
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SUPERVISION	1	2	3	4	5
Establishes self as educational leader.					
2. Delegates responsibilities wisely.					<u>.</u>
3. Works within federal and state mandates.				_	
4. Ensures that teachers involved in decision-making.					
5. Reinforces positive efforts.			<u> </u>		

pı	nsures administration of personnel policies and rograms.			
ре	as a recruitment plan and organizes recruitment of ersonnel.			
	ecommends the assignment of personnel to schools and offices.			
th er	lans and implements personnel evaluation system at identifies the strengths and weaknesses of mployees in the system.			
d€	versees the planning and evaluation of the staff evelopment program to address the weaknesses of mployees in the system.			
11. St	upervises and evaluates all administrative staff.		ļ	
	ommunicates vision/mission to personnel.			
	nows the budgetary process and the restrictions no nosed by state and federal mandates.			
Strength	S			
Areas to	Refine			

FISCAL MANAGEMENT

NEW YEAR STATE	BUDGET/BUSINESS & FINANCE		2	3	4	5
		S-4-200200000	4		V. Lenger leger	· •
1.	Prepares school calendar and annual budget with					
	appropriate input.					
2.	Completes and files, in a timely fashion, all required					
	forms, and reports.					
3.	Prepares and recommends a budget that is fiscally	ļ				
	sound and reflects the district's educational					
	priorities.					
4.	Advises the school board of all possible sources of					
	funding that might be available to implement present					
	or contemplated district programs.					
5.	Determines that funds are administered wisely and			1		
	adequate control and accounting are maintained.					
6.	Keeps the board routinely informed as to status of					
	the operating accounts of the budget.					
7.	Involves the staff in the budget process.					
8.	Reports to the school board on the financial					

	r 		Т		
condition of the school system.					
9. Ensures that expenditures are within limits approved					
by the school board.					
10. Monitors compliance with policies and laws.					
11. Establishes and monitors procedures for procurement					
of equipment and supplies.					
Strengths					
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Areas to Refine					
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	INFRASTRUCTURE	J	2	3	4	5
1.	Keeps informed on needs of the school program,					
	physical plant, facilities, equipment, supplies, and					
	code compliance requirements.					
2.	Prepares long/short-range plans for facilities and					
	sites.					
3.	Maintains and implements policies for the use of					
	school property.					
4.	Ensures the maintenance of school property.					
5.	Monitors construction, renovations, or demolition of					
	school facilities.					
6.	Oversees and implements policies for safe school					
	facilities.					
7.	Monitors the student transportation system.					
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CLIMATE

55 St. 20 Kg	STAFF AND PERSONNEL	1	2	3	4	5
1	Develops and executes sound personnel procedures	*		3 4 32055550	100 to	
1.	and practices.					
2.	Treats all personnel fairly, without favoritism or					
۷.	discrimination, while insisting on performance of	tellinenthronent				
	duties.	A CONTRACTOR OF THE CONTRACTOR				
3.	Evaluates performance of staff members, giving					
ی.	commendation for good work as well as					
4.	constructive suggestions for improvement. Maintains open communication.					
5.	Is an active listener.					
6.	Makes recommendations for employment,					
	discipline, or promotion of personnel in writing with					
	supporting data; accepts responsibility for recommendations. If the recommendation is not					
	accepted by the board, willingly finds another person to recommend.					
7	Receives recommendations for personnel from					
7.	board members with an open mind but applies the					
	same criteria for selection for recommendation as					
	applies to applications from another source.					
8.	Maintains up-to-date job descriptions for all					
0.	personnel.					
9.	Assist board in negotiations with teachers and					
ر.	administrative units and acts as liaison between the					
	board and other bargaining units.					:
10	Delegates authority to subordinates when					
10.	appropriate.					
11	Holds periodic meetings with school-site teams and					
,	committees. (School Site Council, English Learner					
	Advisory Committee, School Leadership Team,					
	Staff, etc.)					
Streng	· · · · · · · · · · · · · · · · · · ·	1	1	I	l	
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1.	COMMUNITY RELATIONS	1	2	3	4	5
	Solicits and gives attention to problems and					
	opinions of all groups and individuals.					
2.	Develops friendly and cooperative relations with the					
	news media.					
3.	Keeps the public aware of school activities and					
	events.					
4.	Achieves status as a community leader in public					
	education.					
5.	Involves the community in planning and problem					
	solving for the schools.					
6.	Articulates educational programs and needs to the					
	community.					
7.	Participates in community affairs.					
8.	Is visible to students, parents, and staff in the					
	schools.			:		
9.	Acts as liaison between schools and community					
	social agencies.					
10	. Fosters positive morale and spirit within the district.					
Areas	to Refine					
	TEACHER RELATIONS	1	2	3	4	5
1.	Motivates and inspires professional growth and	1	2	3	4	5
		1	2	3	4	5
2.	Motivates and inspires professional growth and development. Serves as a role model.	1	2	3	4	5
2.	Motivates and inspires professional growth and development.	1	2	3	4	5
2.	Motivates and inspires professional growth and development. Serves as a role model. Is able to resolve grievance issues without involving the board of education.	1	2.	3	4	5
2.	Motivates and inspires professional growth and development. Serves as a role model. Is able to resolve grievance issues without involving the board of education. Supports and guides teachers in meeting the	1	2	3	4	5
2. 3. 4.	Motivates and inspires professional growth and development. Serves as a role model. Is able to resolve grievance issues without involving the board of education. Supports and guides teachers in meeting the district's expectations of them. Acts as liaison between the school board and school	1	2.	3	4	5
2. 3. 4.	Motivates and inspires professional growth and development. Serves as a role model. Is able to resolve grievance issues without involving the board of education. Supports and guides teachers in meeting the district's expectations of them. Acts as liaison between the school board and school personnel.	1	2	3	4	5

	POLICY	1	2	3	4	5
1.	Interprets and executes board policy.					<u> </u>
2.	Supports board policy and actions to the public and staff.					
3.	Understands role in administration of board policy.					
4.	Keeps the board informed of new developments in course content and teaching techniques.					
5.	the same with the board.					
6.	Strives to achieve unity among diverse viewpoints.					
7.	Has a harmonious working relationship with the board.					
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	to Refine EETING PREPARATION AND PARTICIPATION	,	. 2	3	4	5
	ETING PREPARATION AND PARTICIPATION Recommends actions and alternatives to the board.	Ĺ	. 2	3	4	5
MI	ETING PREPARATION AND PARTICIPATION Recommends actions and alternatives to the board. Informs the board rules and regulations of the		2	3	4	5
MI 1.	ETING PREPARATION AND PARTICIPATION Recommends actions and alternatives to the board.	1	. 2	3	4	5
ΜĪ 1.	ETING PREPARATION AND PARTICIPATION Recommends actions and alternatives to the board. Informs the board rules and regulations of the California State Board of Education state and federal laws.		2	3	4	55
MI 1. 2.	ETING PREPARATION AND PARTICIPATION Recommends actions and alternatives to the board. Informs the board rules and regulations of the California State Board of Education state and federal laws. Informs the board about current trends and developments in education.		2	3	4	5
MI 1. 2.	ETING PREPARATION AND PARTICIPATION Recommends actions and alternatives to the board. Informs the board rules and regulations of the California State Board of Education state and federal laws. Informs the board about current trends and developments in education. Keeps the board informed on issues, needs, and		2	3	4	5
MI 1. 2. 3.	ETING PREPARATION AND PARTICIPATION Recommends actions and alternatives to the board. Informs the board rules and regulations of the California State Board of Education state and federal laws. Informs the board about current trends and developments in education.		2	3	4	5

	RAPPORT	l 1	2	3	4	5
1	Remains impartial to the board, treating all board	ter t , consumen	. []	e Year (See See		
1.	members alike.		Į			
2	Respects the right of individual board members to					
4.	express their opinion even though she/he may not be					
	in agreement.					
3.	After an official position has been reached, supports					
	the decision of the board.					
4.	Refrains from criticism of members of the board.					
	Maintains communication.					
6.	Informs board members of pending state or federal					
	legislation that could influence their decisions.			!		
7.	Keeps board informed on issues, needs, and					
	operations of the school system.					
8.	Offers professional advice to the board on items					
	requiring board action, with appropriate					
	recommendations based on thorough study and					
	analysis.					
	Seeks and accepts constructive criticism of work.					
	. Has a harmonious work relationship with the board.	<u></u>				
11	. Accepts responsibility for maintaining liaison					
	between the board and personnel, working towards	1			ļ	
	a high degree of understanding between the staff				1	
	and the board, and the board and staff.		<u> </u>	ļ	ļ <u>.</u>	
12	. Goes immediately and directly to the board when					
	he/she feels an honest, objective difference of					
	opinion exists between him/her and any or all		-			
	members of the board, in an effort to resolve such					
	differences immediately.					<u> </u>
Streng	gths					
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PERSONAL/PROFESSIONAL QUALITIES

	PERSONAL/PROFESSIONAL QUALITIES	1	2	3	4	5
1.	Maintains his/her professional development by					
	reading, attending conferences, working on					
	professional committees, visiting other districts,					
	and meeting with other superintendents.					
2.	Has his/her own plan for attaining CEU's in a					
	planned program of activities.					
3.	•					
	the responsibilities of his/her position.					
4.	Uses language effectively in dealing with staff					
	members, the board, and the public.					
5.	Completes tasks in a timely manner, i.e., a realistic					
	balance between quality and quantity.					
6.	Stimulates new ideas in others.				·	
7.	Independently sees the need for, and takes action					
	required to carry out his/her responsibilities.					
8.	Oversees planning and evaluation of curriculum				A consistent of the constant o	
	and instruction.					
9.	Communicates vision/mission to school personnel.					
Streng	gths					
				•		
Areas	to Refine					

GOALS FOR 2017-18 SCHOOL YEAR

Below, please recommend at least 5 goals you would like to see the Superintendent reach during the 2017-18 school year.

FORMAL PERFORMANCE REVIEW RESULTS

This is to confirm that I have met with the Board and r understand this evaluation shall be placed in my person	
Isidro Rodriguez, Superintendent/Principal	/, 2018
This is to confirm that the Ducor Union Elementary So with the Superintendent and reviewed the above evaluation	
Jim Koontz	/, 2018
President, Board of Trustees	

2.9

Ducor Union Elementary School District Superintendent Employment Agreement Isidro Rodriguez

This Employment Agreement ("Agreement") is made and entered into by and between the Governing Board of the Ducor Union Elementary School District ("District" or "Board") and Isidro Rodriguez ("Superintendent/Principal").

- 1. <u>Term.</u> District hereby employs Superintendent/Principal for a period beginning on July 1, 2017 and terminating on June 30, 2018 unless terminated earlier or extended as provided by the terms of this Agreement or as required by law.
- **Salary.** The Superintendent/Principal's salary shall be a total of ______for 12 months of employment under this agreement, payable in equal payments. This salary shall be paid in equal monthly installments on the last regular business day of each calendar month. The Board reserves the right to change Superintendent/Principal's salary for any year of this Agreement with the written consent of the Superintendent/Principal.
- 3. Working Days and Paid Holidays. The Superintendent/Principal shall render 216 days of full-time regular service to the District during the time covered by this Agreement and shall receive no paid vacation. The Superintendent/Principal is not expected to work on holidays provided to certificated employees of the District. If the Superintendent/Principal performs services on more than 216 days during the term of the Agreement, it is expressly understood and agreed that such services shall be performed on a voluntary basis and without compensation.
- 4. <u>Duties</u>. The Superintendent/Principal shall satisfactorily perform the following duties:
 - a. General Duties as Superintendent. The Superintendent/Principal is employed as District Superintendent and shall perform the duties of District Superintendent as prescribed by the laws of the State of California, Board Policy, and the Superintendent's job description. All powers and duties shall be executed in accordance with District policy and the rules and regulation of the State board of Education. Subject to Board approval, the Superintendent/Principal shall have the following authority and responsibility: To organize or reorganize administrative/supervisory staff to best serve the District; to recommend placement and reassignment of all personnel; to review criticisms, complaints, or

suggestions referred to the Superintendent/Principal by the Board and to make appropriate recommendations for disposition to the Board; to administer the instructional and business affairs of the District.

The Superintendent/Principal, as the Chief Executive Officer, shall (1) review all policies adopted by the Board and make appropriate recommendations to the Board; (2) periodically evaluate or cause to be evaluated all District employees as provided by California law and board policy; (3) advise the Board of all possible sources of funds that might be available to implement present or contemplated District programs; (4) endeavor to maintain and improve the Superintendent/Principal's professional competence by all available means, including, but not limited to, subscription to and reading of appropriate periodicals; attendance at state and regional professional conferences and meetings; and membership in appropriate professional associations; (5) establish and maintain positive community, staff and board relations programs; (6) serve as the Board's representative with respect to all employer-employee matters and make recommendations to the Board concerning those matters; (7) recommend, to the Board, district goals and objectives for the ensuing school year; and (8) unless unavoidably detained, or with prior Board approval to be absent, attend all regular, special and closed session meetings of the Board with the exception of those closed sessions wherein the Board will be discussing matters related to the Superintendent's employment; and (9) perform all other reasonable, necessary, and customary duties of the Superintendent, including but not limited to those powers and duties provided in Education Code Section 35035 and Board policy. His duties shall also include all tasks and powers reasonably necessary to fulfill the duties specified herein and arising out of the position. In addition, the Superintendent/Principal will perform such further duties as shall be assigned or required of him by the Board.

b. <u>General Duties as Principal.</u> The Superintendent/Principal is employed as District Principal and shall perform the duties of District Principal as prescribed by the laws of the State of California, Board Policy, and the Principal's job description. As Principal, the Superintendent/Principal shall: (1) establish and maintain positive

relationships with students, parents, staff, Board of Trustees, community and County Office of Education personnel; (2) implement an effective and ongoing communication program involving a variety of techniques and tools; (3) plan for and develop professional development and in-service training programs for all employees, Certificated and Classified; (4) create and maintain a positive teaching and learning environment (5) provide a safe school environment for students and staff along with well-maintained facilities which are attractive, clean and functional; (6) implement and supervise instructional programs used by staff; (7) conduct performance reviews and evaluations for staff consistent with Educational Codes; (8) plan on-going assessment programs including testing of students, staff morale, facilities needs and school climate; (9) complete reports and requests from the Board of Trustees; and (10) plan and hold periodical meetings with the following groups:

- a.) School site council
- b.) English Learner Advisory Committee

c.) Staff

- d.) School Leadership Team
- e.) Others as assigned

5. Fringe Benefits.

- a. Health and Welfare Benefits. The Superintendent/Principal shall be eligible to participate in the District's health and welfare benefit program on the same terms and conditions, and subject to the same limitations, as the District's certificated employees, as those benefits, plans, providers and other terms and conditions may change from time-to-time. Thus, the Superintendent/Principal shall be entitled to receive the same District contribution toward health and welfare benefits and shall pay the same co-pays, premiums, deductibles and other costs as the District's certificated staff, as those costs and contributions may change from time-to-time. The Superintendent/Principal shall be responsible for all co-pays, deductibles and other costs in excess of the District's health insurance contribution. No District contribution may be received in cash or used for the purchase of non-District provided benefits.
- b. <u>Tax Deferred Plans</u>. The District agrees to provide the Superintendent/Principal with the ability to use an IRS Section 403b or similar tax deferred plan and an IRS

- Section 125 Cafeteria Plan to the extent that such plans are made available to other District certificated employees. All contributions to such plans will be paid by the Superintendent/Principal and shall conform to all requirements of law.
- c. Post-Retirement Medical, Dental and Vision Benefits. Notwithstanding prior agreements to the contrary, the Superintendent/Principal shall not be entitled to any post-retirement benefits. The Superintendent/Principal agrees to relinquish all post-retirement rights he may have had to the District's contribution to medical, dental and vision benefits including Medicare Supplemental plans. However, the Superintendent/Principal remains eligible to purchase medical, dental and vision benefits, at his own cost, post-retirement, subject to the insurance carrier or insurance plan requirements, rules and restrictions, as those requirements, rules and restrictions may change from time to time. Superintendent/Principal agrees to be bound by any and all such changes.
- 6. Professional Meetings and Dues. The Superintendent/Principal shall attend professional meetings at the local, state, and national level, at the expense of the District, which the governing Board deems to be necessary and proper within the fiscal limitations of the District. The District shall pay the full cost of the Superintendent/Principal's membership dues to the Association of California School Administrators, or any other single professional group which the Superintendent/Principal chooses in order to maintain and improve his professional skills.
- 7. Outside Professional Activities. By prior approval of the Board, the Superintendent/Principal may undertake for consideration outside professional activities, including consulting, speaking and writing. The Superintendent/Principal's outside professional activities shall not occur during regular work hours or otherwise interfere with Superintendent/Principal's ability to satisfactorily perform the duties of the position. The Superintendent/Principal may, with prior approval of the Board, continue to draw a salary while engaged in such outside activities. In such cases, any honoraria paid to the Superintendent/Principal in connection with these activities shall be paid to the District. If the Superintendent/Principal chooses to use a holiday or non-work day to perform outside activities, the Superintendent/Principal may retain any honoraria paid. The Superintendent/Principal agrees not to use District staff or property in performing these

outside activities without prior written approval by the Board. In no case will the District be responsible for any expenses attendant to the performance of such outside activities unless prior Board approval is obtained.

- **8.** <u>Automobile</u>. The Superintendent/Principal is required to have a vehicle available at all times to perform the duties of the position. The Superintendent/Principal shall be solely responsible for all expenses to use, maintain, operate and insure the automobile.
- 9. Expense Reimbursement. The District shall reimburse the Superintendent/Principal for actual and necessary expenses incurred by the Superintendent/Principal within the course and scope of the Superintendent/Principal's employment up to two thousand and five hundred dollars (\$2,500.00) for any of the following:
 - a. In-state conference fees;
 - b. Mileage reimbursement for all business related automobile travel at the current IRS rate per mile, as well as bridge tolls and parking fees;
 - c. Reimbursement for gasoline expenses paid personally when using a District owned vehicle;
 - d. Air travel;
 - e. Auto rentals, cab or shuttle fares for out-of-county travel;
 - f. Per diem/meal expenses at the same rate provided to other employees of the District; and
 - g. Other miscellaneous expenses incurred in the course and scope of employment as approved by the Board.

For expense reimbursement not authorized by this Agreement, the Superintendent/Principal may seek approval from the Board. For all reimbursements, the Superintendent/Principal shall submit expense claims in writing with appropriate supporting documentation (e.g., receipts, registration forms, hotel folios, maps reflecting mileage).

10. <u>Sick Leave</u>. The Superintendent/Principal shall accrue sick leave at the rate of one (1) day per month, twelve (12) days per year. In no event shall the District make a cash payment to the Superintendent/Principal for accumulated and unused sick leave; however, excess sick leave may be credited for retirement purposes as authorized by the statutes and regulations governing CalSTRS. The Superintendent/Principal shall follow District procedures and use District forms for reporting sick leave use.

- 11. <u>Evaluation</u>. The Board shall evaluate the performance and working relationships between the Superintendent/Principal and the Board. The parties shall establish District goals and objectives for the upcoming school year. The evaluation shall be held no later than the month of April. The Superintendent/Principal shall submit a written format for the evaluation which shall be mutually agreed upon by the Board and the Superintendent.
 - a. <u>Self-Evaluation</u>. To assist the Board in the evaluation process, the Superintendent/Principal shall complete a written self-evaluation. This selfevaluation shall include a review of any action plans presented to the Superintendent/Principal at previous evaluations.
 - b. Board Evaluation. Upon receipt of the self-evaluation, the Board shall evaluate the Superintendent/Principal. To initiate the evaluation process, the Superintendent/Principal shall inform each member of the Board in writing of the need for an evaluation by February 1 each year. Upon completion, the Board shall meet with and provide a copy of the evaluation report to the Superintendent/Principal in a closed session Board meeting no later than April 30 each year; however, the Board's failure to evaluate the Superintendent/Principal or its failure to timely evaluate the Superintendent/Principal shall have no impact upon the terms of this Agreement or upon the Superintendent/Principal's salary.
 - c. Action Plan. Based upon findings specified in the evaluation report, the Superintendent/Principal, in collaboration with the Board, will prepare an action plan, if necessary, which will address areas identified as needing clarification, emphasis or improvement. The action plan will be included as an addendum to the evaluation report. If a jointly prepared action plan cannot be agreed upon, the Board, in its sole discretion, shall issue the action plan. The Superintendent/Principal and the Board shall sign the evaluation report and the action plan. However, failure of the Superintendent/Principal to sign the evaluation or action plan shall have no legal effect upon the Superintendent/Principal's duty to implement the evaluation and action plan.
- 12. Fitness For Duty Examination. Upon request by the Board, the Superintendent/Principal shall undergo a physical/mental examination by a District appointed physician. Prior to the examination, the Superintendent/Principal agrees to execute District provided medical

releases from all treating physicians authorizing the District appointed physician to review all medical records. The District appointed physician shall review this Agreement, the District's job description for the position, and be provided background information related to the duties of the position. The Superintendent/Principal shall submit all costs associated with this examination to the Superintendent/Principal's insurance carrier. All non-insured costs shall be borne by the District. The physician shall submit a confidential written report to the Board and the Superintendent/Principal addressing only the Superintendent/Principal's fitness to perform his job. The physician's report shall specifically indicate whether or not the Superintendent/Principal has any physical or mental impairment that substantially limits the Superintendent/Principal's ability to perform the essential functions of his position. No confidential medical information shall be submitted to the Board, the District, any third party, or any of the District's officers, agents or employees unless it is determined that the Superintendent/Principal is unable to perform the essential functions of the position and such medical information is directly related to such determination. If the Superintendent/Principal is determined by the District to be a disabled employee under state or federal law, the physician's report shall indicate what reasonable accommodations, if any, may be available to allow the Superintendent/Principal to perform the essential functions of his position. If the District determines that the Superintendent/Principal is disabled and, following an interactive dialogue with the Superintendent/Principal, that he is unable to perform the essential functions of the position, the parties agree that this Agreement may be terminated by the Board upon written notice to the Superintendent/Principal or the Superintendent/Principal obtaining CalSTRS disability benefits, whichever occurs first. Termination of this Agreement due to the Superintendent/Principal's inability to perform the essential functions of his position shall terminate the obligations of both parties under this Agreement. Notwithstanding any other provision of this Agreement, this section shall be the exclusive means of terminating this Agreement based upon the Superintendent/Principal's inability to perform the essential functions of his position. During the pendency of the termination notice, the Superintendent/Principal shall exhaust all accumulated sick leave. Health and welfare benefits shall remain available to the Superintendent/Principal until the Superintendent/Principal's employment relationship with the District is ended.

13. Termination of Agreement.

- a. <u>Mutual Consent.</u> This Agreement may be terminated by the mutual consent of the parties at any time.
- b. Termination for Cause. This Agreement may be terminated by the Board at any time for: 1) breach of contract; 2) unsatisfactory performance; 3) misconduct or dishonesty; 4) conviction or a "no lo" plea to a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; 5) inability to perform the essential functions of the position; or 6) any grounds enumerated in Education Code sections 44932, 44933, or 44939. The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds for termination has first been served upon the Superintendent/Principal. The Superintendent/Principal and the Board shall each have the right to be represented by counsel at their own expense. The Superintendent/Principal shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents the Superintendent/Principal believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all materials presented, decides to terminate this Agreement, it shall provide the Superintendent/Principal with a written decision. The decision of the Board shall be final. The Superintendent/Principal's conference before the Board shall be deemed to satisfy the Superintendent/Principal's entitlement to due process of law and shall be the Superintendent/Principal's exclusive right to any conference or hearing otherwise required by law. The Superintendent/Principal waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Superintendent/Principal's administrative remedies and then authorizes the Superintendent/Principal to contest the Board's determination in a court of competent jurisdiction.
- c. <u>Termination Without Cause</u>. The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time upon ten (10) calendar day's prior written notice to the Superintendent/Principal. During this ten (10) day period, the

parties shall discuss the Board-Superintendent/Principal employment relationship. In consideration for the exercise of this right to terminate without cause, the District shall pay to the Superintendent/Principal from the date of termination until the expiration of this Agreement, or for a period of twelve (12) months, whichever is less, a sum equal to the difference between Superintendent/Principal's salary at the rate in effect during the Superintendent/Principal's last month of service and the amount which the Superintendent/Principal earns from any other employment-related source (whether as employee, independent contractor, consultant or self-employed). As a condition of payment, the Superintendent/Principal shall be obligated to immediately seek other employment and to notify the District in writing immediately if the Superintendent/Principal earns income from any employment-related source as defined above.

For purposes of this section of the Agreement only, the term "salary" shall include only the Superintendent/Principal's regular monthly base salary and shall not include the value of any other payments, reimbursements or benefits received under this Agreement. All payments made pursuant to this termination without cause provision shall be subject to applicable payroll deductions and shall be treated as compensation for state and federal tax purposes. No payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for retirement purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay and shall not count for any retirement purpose; accordingly, no deductions shall be made for retirement purposes.

The Superintendent/Principal shall also be entitled to continue participation in the District's health and welfare benefit program on the same terms and conditions as described in 5(a) of this Agreement, for the remainder of the unexpired term of this Agreement, until expiration of this Agreement, a period of twelve (12) months, or until the Superintendent/Principal obtains other employment which provides health benefits, whichever occurs first.

The parties agree that any damages to the Superintendent/Principal that may result from the Board's early termination of this Agreement cannot be readily

ascertained. Accordingly, the parties agree that the payments made pursuant to this termination without cause provision, along with the District's agreement to provide paid health benefits, constitutes reasonable liquidated damages for the Superintendent/Principal, fully compensates the Superintendent/Principal for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Superintendent/Principal's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq..

- d. Termination at Expiration of Contract. The Board may, at its sole discretion, elect not to renew this Agreement for any reason by providing written notice to the Superintendent/Principal at least forty-five (45) days in advance of the expiration of the term of this Agreement in accordance with Education Code section 35031. If the Board fails to give such notice, this Agreement shall be extended for a period of only one year on the same terms and conditions set forth herein. The Superintendent/Principal shall inform each member of the Board of this notice requirement in writing no less than ninety (90) days in advance of the expiration of this Agreement.
- e. <u>Termination for Inappropriate Fiscal Practices</u>. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Superintendent/Principal has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Superintendent/Principal and the Superintendent/Principal shall not be entitled to any salary payments, health benefits or other non-cash benefits as set forth above. If the Superintendent/Principal elects to contest the Board's determination in this regard, the Superintendent/Principal may request a hearing before an administrative law judge who shall determine the amount of the cash settlement, if any, in accordance with the requirements of Government Code section 53260, subdivision (b).

- f. <u>Death</u>. Death of the Superintendent/Principal terminates this Agreement immediately. In such event, all salary and other monetary amounts due to the Superintendent/Principal up to the time of death, if any, shall be paid to the Superintendent/Principal's estate unless otherwise declared in writing by the Superintendent/Principal.
- 14. <u>Notification by Superintendent/Principal Prior to Seeking Other Employment</u>. The Superintendent/Principal shall notify the Board if the Superintendent/Principal becomes a finalist for other employment.
- 15. <u>Credentials.</u> Superintendent/Principal hereby certifies that he holds legal and valid administrative and teacher's credential, which he shall maintain in effect throughout the life of this Agreement, and shall keep on file in the office of the County Superintendent of Schools and that he meets the qualifications of Education Code section 35028.
- Abuse of Office Provisions. In accordance with Government Code sections 53243 et seq., and as a separate contractual obligation, if the Superintendent/Principal receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the District by the Superintendent/Principal if the Superintendent/Principal is convicted of a crime involving an abuse of office or the position of Superintendent/Principal. In addition, if the District funds the criminal defense of the Superintendent/Principal against charges involving abuse of office or position and the Superintendent/Principal is then convicted of such charges, the Superintendent/Principal shall fully reimburse the District all funds expended for the Superintendent/Principal's criminal defense.
- Tax/Retirement Liability. The District makes no representations or warranties with respect to the tax or retirement consequences of this Agreement, including but not limited to, whether specific forms of compensation are creditable for retirement purposes, or with respect to the tax or retirement consequences of receiving retiree health benefits, Section 403b contributions, life insurance or other benefits provided to the Superintendent/Principal or any designated beneficiary, heirs, administrators, executors, successors or assigns of the Superintendent. The District makes no representations or warranties with respect to the enforceability of retroactive salary increases. Notwithstanding any other provision of this Agreement, the District shall not be liable for any retirement or state/federal tax.

consequences to the Superintendent/Principal, any designated beneficiary, heirs, administrators, executors, successors or assigns of the Superintendent/Principal. The Superintendent/Principal shall assume sole responsibility and liability for all state and federal tax consequences of this Agreement and all retirement consequences of this Agreement. The Superintendent/Principal agrees to defend, indemnify and hold the District harmless from all such tax and retirement consequences.

- Mediation. The Superintendent/Principal and Board agree to make a good faith effort 18. to settle any dispute that arises under this Agreement through discussion and negotiations. If the dispute is not resolved within thirty (30) calendar days, the dispute shall be mediated unless the parties agree otherwise in writing. Both parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. If the parties cannot agree on a mediator, the mediator shall be appointed by the State Conciliation and Mediation Service. The mediator's fee, if any, shall be paid by the District. Each party shall bear its own attorney fees and costs. Any mediator selected by the parties shall have expertise in the area of the dispute and be knowledgeable in the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, shall not be binding on the parties. Mediation pursuant to this provision shall be private and confidential. Only the parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code sections 1115 et seq. and shall sign an agreement to that effect.
- 19. <u>Governing Laws and Venue</u>. This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in Tulare County, California.
- 20. <u>Severability</u>. If any term or provision of the Agreement shall, to any extent, be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of the Agreement shall continue in effect.

- **21.** Construction. This Agreement shall not be construed more strongly against either party regardless of who is responsible for its preparation.
- **22.** Entire Agreement. This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no oral understandings, terms or conditions, and neither party has relied upon any representations, express or implied, not contained in this Agreement.
- **23.** Amendments. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties.
- **24. Non-Assignment.** This is a contract for personal services. The Superintendent/Principal shall have neither the right nor the power to transfer his rights under this Agreement.
- **Board Approval.** The parties agree that the effectiveness of this Agreement is contingent upon approval by the District's Governing Board.
- **26. Binding Effect.** This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs and assigns.
- 27. Execution of Other Documents. All parties to this Agreement shall cooperate fully in the execution of any other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms of this Agreement.
- **28. Exclusivity.** To the maximum extent permitted by law, the parties agree that the employment relationship between the District and the Superintendent/Principal shall be governed exclusively by the provisions of this Agreement and not by Board policies, administrative regulations, management handbooks or similar documents.
- 29. <u>Management Hours</u>. The parties recognize that the demands of the position will require the Superintendent/Principal to average more than eight (8) hours a day, five (5) days per week, and/or more than forty (40) hours per week. The parties agree that Superintendent/Principal shall not be entitled to overtime compensation.
- 30. <u>Independent Review</u>. The Parties have had the opportunity to obtain, and have obtained, independent legal or other professional advice with regard to this Agreement, including tax and retirement consequences. The Parties acknowledge that the terms of this Agreement have been read and fully explained and that those terms are fully understood and voluntarily accepted.

- 31. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.
- **<u>Public Record.</u>** The parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.
- **Waiver.** Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.

	Dated:	, 2018
Isidro Rodriguez District Superintendent/Principal		
	Dated:	, 2018
Board President		
Ducor Union Elementary School District		

DUCOR UNION ELEMENTARY SCHOOL DISTRICT SUPERINTENDENT/PRINCIPAL CONTRACT ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed.

I have not entered into a contract of employment with any other school district or employer that will, in any way, conflict with this employment agreement.

I certify under penalty of perjury under the laws of the State of California that all statements contained in my application for employment and other documents I submitted in connection with my application are true and complete. I understand that if the District discovers false, incomplete, or misleading statements on my application or any other documents I have submitted in connection with my application, such statements shall justify immediate dismissal for cause.

I hold legal and valid administrative and teaching credentials each of which are or will be recorded with the Office of the Superintendent of Schools of Tulare County before receipt of my first payroll warrant. I further certify that I meet the qualifications of Education Code section 35028.

Dated:, 201	8
	Isidro Rodriguez
	District Superintendent/Principal
This Agreement was approve	ed by the Governing Board in open session at a regularly called
meeting held on	

DUCOR UNION ELEMENTARY SCHOOL DISTRICT NOTICE OF SALARY FOR CERTIFICATED EMPLOYEES (CURRENT) PROPOSAL FOR 18-19

92,033.00 12.00 7,669.42	1,728	8.00	216	36	180	Job Assignm	Employee:
92,033.00 Annual Gross Salary 12.00 Months Worked 7,669.42 Gross Salary by Month	Total Hours	Hours Authorized Daily	Total Work Days	Preparation & Closing Days	School Days	Job Assignm Superintendent/Principal	Isidro Rodriguez, Jr.
						.Step	School Year: 2017-2018
						N/A	2017-2018

18,406.60	₩	110,439.60	₩	20.00% \$
13,804.95	₩	105,837.95	₩	15.00% \$
9,203.30	₩	101,236.30	₩	10.00%
4,601.65	₩	96,634.65	₩.	5.00%
4,141.49	₩	96,174.49	₩	4.50%
3,681.32	↔	95,714.32	44	4.00%
3,221.16	₩.	95,254.16	₩.	3.50%
2,760.99	₩	94,793.99	₩	3.00%
2,300.83	₩	94,333.83	₩	2.50%
1,840.66	₩	93,873.66	44	2.00%
1,380.50	45	93,413.50	₩	1.50%
920.33	45	92,953.33	(/)	1.00%
1	₩.	92,033.00	₩	Current
Annual Base Salary Dollar Increase	2 Annu	Superintendent/Principal		% Increase
		New Annual Base Salary by Percentage	la E	New Ann

20.00%	15.00%	10.00%	5,00%	4.50%	4.00%	3.50%	3.00%	2,50%	2.00%	1.50%	1.00%	Current	% Increase	Arrual Base Solary & Employer Paid Benefits Dallar Transcase
\$ 24,322.46	\$ 18,771.04	\$ 12,764.05	\$ 7,233.33	\$ 6,680.26	\$ 6,127.19	\$ 5,574.11	\$ 5,021.04	\$ 4,467.97	\$ 3,914.90	\$ 3,361.83	\$ 2,808.75	\$	Dollar Amount	lover Paid Benefits ease

20.00%	15.00%	10.00%	5.00%	4.50%	4.00%	3.50%	3.00%	2.50%	2.00%	1,50%	1.00%	Current	% Increase	20.00%	15.00% \$	10.00% \$	5.00% \$	4.50%	4.00%	3.50%	3.00% \$	2,50%	2.00%	1.50%	1.00%	Current	% Increase	
₩.	€\$	\$	₩.	₩	₩	₩	₩	₩	\$	₩	4	t/s	Total 6	45	₩.	(A	to	₩.	\$	\$	\$	4	4	\$	\$	₩.	STRS (18-19	
154,287.36	148,735.93	142,728.94	137,198.23	136,645.15	136,092.08	135,539.01	134,985.94	134,432.87	133,879.79	133,326.72	132,773.65	129,964.90	Total Cost to Employer	17,979.57	17,230,42	16,481.27	15,732.12	15,657.21	15,582.29	15,507.38	15,432.46	15,357.55	15,282.63	15,207.72	15,132.80	13,280.36	STRS (18-19 16.28% from 14.43 %)	New Annual
						,	l.a	1		1	•			*	\$	44	(A	\$	+	-(A	₩.	(^	(A	\$	\$	\$	FICA	New Annual Employer Paid Benefits by Percentage
														-€\$	44	₩	4	\$	44	\$	44	44	\$	\$	\$	₩.		Bene
														552.20	529.19	50.62	48.32	48.09	47.86	47.63	47.40	47.17	46.94	46.71	46.48	46.02	SUI	tits by F
											18-19	17-18	Hea	₩.	₩	€>	\$	₩	₩	\$	\$	₩	47	\$	\$	\$	N	ercen
											\$21,053.14	\$20,243.40	Health & Welfare	1,601.37	1,534.65	1,467.93	1,401.20	1,394.53	1,387.86	1,381.19	1,374.51	1,367.84	1,361.17	1,354.50	1,347,82	1,334.48	MEDICARE	tage
]*Projec	•	,,,,,,,,	₩.	₩	₩	↔	₩	€	\$	€₳	49	()	\$	₩	₩	WOR	
											\$21,053.14 Projected 4 % Increase			2,661.48	2,550.59	2,439.69	2,328.80	2,317.71	2,306.62	2,295.53	2,284.44	2,273,35	2,262.26	2,251.17	2,240.08	2,217.90	WORKERS COMP	
											se			\$ 22,794.62	\$ 21,844.85	\$ 20,439.51	\$ 19,510.44	\$ 19,417.53	\$ 19,324.63	\$ 19,231.72	\$ 19,138.81	\$ 19,045.90	\$ 18,953.00	\$ 18,860.09	\$ 18,767.18	\$ 16,878.76	Benefits	Employer Pold
														₩	ধ	¥÷	4	₩	ω 4	₩	₩	0	0 \$	\$	8	6 \$		86
														5,915.86	4,966.09	3,560.75	2,631.68	2,538.77	2,445.87	2,352.96	2,260.05	2,167.14	2,074.24	1,981.33	1,888,42	,	Increase	Paid Benefits Callar







Your Partner for Green Facilities, Sustainability and Clean Technologies

Energy Assessment Report



Ducor Union Elementary School District

23761 Ave 56

Ducor, CA, 93218

P: (559) 534-2261

PREPARED FOR:

Isidro Rodriguez

Superintendent

Ducor Union Elementary School District

23761 Ave 56

Ducor, CA, 93218

(559)534-2261

LAST UPDATED: 1/2/2018



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Section 1: Executive Summary

The Purpose of This Report

This report is an opportunity to evaluate the current status of energy consumption and costs for the School District and will track the District's performance long term. The report will be provided semi-annually and will serve as a tool to discuss and evaluate performance, review and implement policies, and identify opportunities for making further improvements.

Recommendations are made upon analysis, observation, and experience. Any recommendation requiring changes to equipment, set points, or educational programs will be discussed with the appropriate District representative before implementation. Contact to outside vendors to request changes will not be made until approval from the District.

Summary of Findings

During our visit, observations at the site indicated well managed energy usage. From lighting timers, to excellent behavioral traits (turning off lights when leaving a room, leaving doors closed while in heating or cooling modes, etc), this site is on the right track for optimal energy use. There were, however, a few areas which demonstrated some room for improvement.

While conducting the site visit, temperatures ranged in the low 60's. Typical district wide set points ranged from 75°-77° for occupied cooling and 68°-74° for occupied heating. IES would suggest a more consistent range of set points throughout the site for maximum efficiency.

Additionally, observations were made around the exterior of all sites. Though some areas did not have any exterior lighting on during the day, there were a few areas for improvement which will be listed below with examples.

There will continue to be an opportunity for improvement with encouraging efficient use of energy at all sites by reducing usage of space heaters, mini-fridges, microwaves, ensuring room lighting, projectors and thermostats are turned off when not in use and doors remain closed while heating or cooling.













Recommendations

- > Set district wide standards for cooling/heating set points to be more consistent. Having district wide standards for occupied/unoccupied set points will maximize your efficiency and savings potential. A 1°F change in set points typically yields a 1% savings in energy use.
 - IES recommends an occupied cooling set point of 75°F with a +/- 3°F adjustment as needed. We also recommend an occupied heating set point of 68°F with a +/-3°F adjustment.
 - IES recommends an unoccupied cooling set point of 90°F and an unoccupied heating set point of 45°F.
- Keep doors closed as often as possible.
- > Encourage the use of centralized breakrooms and remove mini-fridges, microwaves and coffee pots from classrooms.
- > Install laptop charging station efficiency controllers for additional savings district wide.

Section 2: Observations & Development

November 28th, 2017

During this period of time, the school site was reviewed and assessed. The review includes observations of energy use such as classroom and office energy behavior, campus wide lighting, and other electrical use impacts.

In reviewing the campus, there was a proportioned balance of good energy use as well as opportunities to save more energy. While, for the most part, the site demonstrated exceptional use of energy – empty classrooms had lights off, doors closed, exterior lighting off during daytime hours, etc. - there were some areas of improvement as highlighted below.

Outdoor lighting on the building exterior, underneath walkways, or above classrooms should be controlled using daylighting sensors or timer clocks. Some portables that had exterior wall boxes had the photo sensors covered and were controlled by a manual switch. It is important that staff remember that these units in particular need to be manually turned off at night.





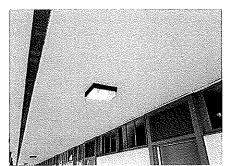








November 28th - Ducor School





Exterior Lights left on during daylight hours







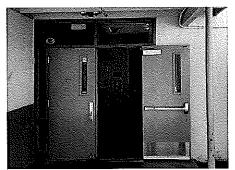
Classroom plug loads



Mini-Fridge exhausting heat located near thermostat



Time off on thermostat by (1) hour





MPR Doors left open with HVAC noted to be on













Additional Information Needed

To expand the trend data and analysis of the District's energy usage, the following pieces of information are required:

• Amount of personal computers as well as non-efficient models of Computers on Wheels (COWs) per site

Next Steps

The following items will be completed upon gathering appropriate information:

- Discuss possibility of SmartPlugs to maximize efficiency of COWs
- Providè updated Energy Usage Analysis (EUA) once data becomès available
- Develop key progress reports with information deemed pertinent to District.









DUCOR UNION ELEMENTARY SCHOOL DISTRICT

3.4

LOCAL EDUCATION AGENCY ORGANIZATION STRUCTURE JUNE 30, 2017

Ducor Union Elementary School District was established on January 6, 1909. There were no changes in the boundaries of the District during the current year. The District consists of one elementary school, grades K-8.

	Governing Board	
Name	Office	Term and Term Expiration
Jim Koontz	President	Four year term expires 12/2020
Amparo Mariscal	Clerk	Four year term expires 12/2018
Mary McGill	Member	Two year term expires 12/2018
Patricia Hughes	Member	Four year term expires 12/2020
Flor Rodriguez	Member	Two year term expires 12/2018
	Administration	
Name	Office \	Tenure
lsidro Rodrīguez, Jr.	Superintendent/ Principal	Four years
Jeremiäh Sosa	Office Manager	Two years