

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

**Board of Trustees:**

Jim Koontz (President)  
Patricia Hughes (Member)  
Amparo Mariscal (Clerk)

Miguel Madrigal (Member)  
Mary McGill (Member)

**School Board Meeting**

May 1, 2018

Meeting Place: Library, Room 23

resolution: 3

Open Session 5:30 PM

**\*Possible board action**

**Agenda**

**1. Called to order:      Time: \_\_\_\_\_ pm**

\_\_\_\_ Board President Jim Koontz  
\_\_\_\_ Board Member Patricia Hughes

\_\_\_\_ Board Member Miguel Madrigal  
\_\_\_\_ Clerk Amparo Mariscal

\_\_\_\_ Board Member Mary McGill

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 \*April 10, 2018 Board Minutes: Review of minutes for any corrections.

Board Action:

Action: Mr. Koontz \_\_\_\_ Mrs. Hughes \_\_\_\_ Mrs. Mariscal \_\_\_\_ Mrs. McGill \_\_\_\_ Miguel Madrigal \_\_\_\_

2.3 \*Accounts Payable: Review of accounts payable.

Board Action:

Action: Mr. Koontz \_\_\_\_ Mrs. Hughes \_\_\_\_ Mrs. Mariscal \_\_\_\_ Mrs. McGill \_\_\_\_ Miguel Madrigal \_\_\_\_

2.4\* Governing Board Elections: Resolution #3. Education Code section 5322: election for governing board on 6<sup>th</sup> day of November 2018, for the purpose of electing three (3) member to the governing board of the District

Board Action:

Action: Mr. Koontz \_\_\_\_ Mrs. Hughes \_\_\_\_ Mrs. Mariscal \_\_\_\_ Mrs. McGill \_\_\_\_ Miguel Madrigal \_\_\_\_

2.7 \* Consulting Service Agreement: agreement between Total Compensation Systems, Inc.: consulting reports including all actuarial information necessary for customer to comply with the requirements of current GASB accounting standards 74/75 related to retiree health benefits for two years, including one full valuation and on "roll-forward" valuation. Ducor School fee for full accounting valuation is \$2,800 and for the roll-forward the fee is \$1,400.

Board Action:

Action: Mr. Koontz \_\_\_\_ Mrs. Hughes \_\_\_\_ Mrs. Mariscal \_\_\_\_ Mrs. McGill \_\_\_\_ Miguel Madrigal \_\_\_\_

2.8\* Agreement for Bond and Disclosure counsel services with Lozano Smith, LLP: Section 1. Duties as Bond Counsel (a) prepare for the district resolutions and other documents as are necessary for the issuance and sale of the Bonds. Section 6. Compensation (f) payment of fees and cost to Lozano Smith under section 6(a)-(c) shall be due only upon the closing of each issue of bonds and the delivery of the proceeds thereof to the district and may be paid from proceeds of the bonds. (d) pre-election services, district agrees to be pay for such pre-election services at hourly rates

Board Action:

Action: Mr. Koontz \_\_\_ Mrs. Hughes \_\_\_ Mrs. Mariscal \_\_\_ Mrs. McGill \_\_\_ Miguel Madrigal \_\_\_

2.9 \* Integrated Designs by SOMAM, Inc.: architecture design for administration and classroom remodel. Administration floor plan and classroom floor plan submitted. Cost remodel under calculation at this time.

Board Action:

Action: Mr. Koontz \_\_\_ Mrs. Hughes \_\_\_ Mrs. Mariscal \_\_\_ Mrs. McGill \_\_\_ Miguel Madrigal \_\_\_

2.10 \* State Compliance-Transportation Maintenance of Effort: EC 42238.03(a)(6)(B) district receives for home-to-school transportation programs for school shall expend the amount of funds. Superintendent Rodriguez request the purchase of a vehicle equipment for the amount \$23,000. The amount meets the transportation maintenance of effort law.

Board Action:

Action: Mr. Koontz \_\_\_ Mrs. Hughes \_\_\_ Mrs. Mariscal \_\_\_ Mrs. McGill \_\_\_ Miguel Madrigal \_\_\_

2.11\* Ducor Teacher Association (DTA): DTA are in agreement on the two items for the 2018-19 school year: salary schedule to be increased by 2% and district pays for health and wellness for 2018-19 school year.

Board Action:

Action: Mr. Koontz \_\_\_ Mrs. Hughes \_\_\_ Mrs. Mariscal \_\_\_ Mrs. McGill \_\_\_ Miguel Madrigal \_\_\_

2.12\* Classified proposal: Article 1: three (3) agreement. Article IX: 9.1: 3.5% salary schedule increase. 9.3: new longevity steps 20, 25,30,35 years of service. 9.5: pay premium increase for health and welfare benefits for eligible unit employees.

Board Action:

Action: Mr. Koontz \_\_\_ Mrs. Hughes \_\_\_ Mrs. Mariscal \_\_\_ Mrs. McGill \_\_\_ Miguel Madrigal \_\_\_

### 3. Informational:

3.01 LCAP planning and funding;

3.03 Attendance

3.04 May calendar of events

3.05 INFORMATIONAL (no required action) – Bond consultant, Miguel Rodriguez of PFM Financial Advisors will provide an update regarding potential funding scenarios from bond sources and a timeline for placing a measure on the November 2018 ballot.

3.06 Jeff Jones: Ducor Rams carving

3.07 Review of Second Period Interim Report 2017-18

3.08 School Accountability Report Card (SARC)

3.09 2016-17 CAASPP reporting

3.10 California School Dashboard-Ducor School Dashboard

### 4. Adjourn to Closed Session: Time: \_\_\_ pm

Action: Mr. Koontz \_\_\_ Mrs. Hughes \_\_\_ Mrs. Mariscal \_\_\_ Mrs. McGill \_\_\_ Miguel Madrigal \_\_\_

### 5. Closed Session: Business

5.1. Labor Negotiations (gov. code 54957.6)

### 6. Report Out of Closed Session: Time: \_\_\_ pm

Action: Mr. Koontz \_\_\_ Mrs. Hughes \_\_\_ Mrs. Mariscal \_\_\_ Mrs. McGill \_\_\_ Miguel Madrigal \_\_\_

7. **Adjournment:** **Time:** \_\_\_ pm

Action: Mr. Koontz \_\_\_ Mrs. Hughes \_\_\_ Mrs. Mariscal \_\_\_ Mrs. McGill \_\_\_ Miguel Madrigal \_\_\_

2.2

**Ducor School**  
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**Board of Trustees:**

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Patricia Hughes (Member)  
Amparo Mariscal (Clerk)

open (Member)  
Mary McGill (Member)

**School Board Meeting**

April 10, 2018

Meeting Place: Library, Room 23

resolution: 2

Open Session 5:30 PM

**\*Possible board action**

~~Agenda~~ *Min*

1. Called to order: Time: 5:30 pm

   x Board President Jim Koontz         Board Member (open)         x Board Member Mary McGill  
   x Board Member Patricia Hughes         x Clerk Amparo Mariscal

1.1 Pledge of Allegiance

1.2 Introduction of Visitors: Maryann Woodruff, Florence Pace, Francila Luna, Armando Aldaco, Analici Serrano, Juan Reyes, Darrin Hill, Miguel Madrigal, Elba Montano

1.3 Community Input: No community input

2. Regular Business Agenda: Board Action

2.1 \* PUBLIC HEARING: Public hearing was opened by the president at \_\_\_\_\_. No Public Hearing to report.  
Public Comments:  
Public hearing was closed at \_\_\_\_\_.

2.3 \* New board member appointed by the school board: temporary service until November 2018. Mr. Miguel Madrigal offered to fill the vacant position. Mr. Madrigal is an alumni of Ducor School. He currently reside in Ducor. He currently is employed with Ducor Bell. Mr. Madrigal understand he will take on the vacant position until November 2018. He then can submit his name on the election ballot to continue a four year service. Mr. Madrigal said he would be willing to fill the vacant position and that he does not know much but is willing to learn.  
Board Action: Approved

Action: Mr. Koontz    m    Mrs. Hughes    2    Mrs. Mariscal    1    Mrs. McGill    aye   

2.4 \* March 13 Board Minutes: Review of minutes for any corrections. The minutes were reviewed and no corrections or comments made. Board reviewed the minutes for the month of March. No changes made.  
Board Action: Approved

Action: Mr. Koontz    m    Mrs. Hughes    aye    Mrs. Mariscal    1    Mrs. McGill    2    Mr. Madrigal    abstain   

2.5 \*Accounts Payable: Review of accounts payable. Board members reviewed accounts payable, board members helped Mr. Madrigal what to review and to ask questions as needed. No questions or concerns.  
Board Action: Approved

Action: Mr. Koontz    m    Mrs. Hughes    2    Mrs. Mariscal    aye    Mrs. McGill    1    Mr. Madrigal    aye   

2.6 \* Intent to Return: Mrs. Angelica Esqueda will not be returning as a teacher. Superintendent Rodriguez explained that letters of intent to all staff members and that only one employee replied that she would not be returning. Superintendent Rodriguez explained that Mrs. Esqueda has already been offered employment in Bakersfield where she currently resides.  
Board Action: Approved

Action: Mr. Koontz    m    Mrs. Hughes    1    Mrs. Mariscal    2    Mrs. McGill    aye    Mr. Madrigal    aye

2.7 \* PFM Financial Advisors LLC: Miguel Rodriguez will be representing Ducor School Bond Advisory committee to assist in planning, preparing and managing future bond development for Ducor. Superintendent Rodriguez explained that Mr. Rodriguez was not attending today's meeting. Superintendent Rodriguez explained that Mr. Rodriguez is waiting for the architecture design and the cost of the projects. He will then speak with Lozano Smith to plan and prepare the documents necessary to submit board approval to place a bond. Once the documents and project cost is collected, then a resolution will be submitted on May 1 meeting. No actions required at this time. No comments at this time.  
Board Action: no action

Action: Mr. Koontz \_\_\_ Mrs. Hughes \_\_\_ Mrs. Mariscal \_\_\_ Mrs. McGill \_\_\_

2.8\* Ducor Teacher Association (DTA): Currently in negotiations. Mrs. Pace countered with the board that DTA does accept the 2% raise. But asked that the school continue to pay for the health and wellness. Mrs. Pace shared what the yearly increase cost would be totaling \$2400 per year for all credential and retired employees. The board accepted the 2% agreement but moved the health and welfare discussion to close session. The action provided is for the 2% raise only.

Board Action: Approved 2% increase beginning July 1, 2018.

Action: Mr. Koontz \_m\_ Mrs. Hughes \_aye\_ Mrs. Mariscal \_2\_ Mrs. McGill \_1\_ Mr. Madrigal \_aye\_

2.9 \* Shared Business Support Service Agreement: business support agreement with TCOE to continue having Mrs. Rachel Nunez providing external accounting assistance. The cost will be \$17,562. 00 a year. Superintendent Rodriguez explained that based on Mr. Sosa experience and the service provided by TCOE, having Mrs. Nunez helping Ducor budget and record keeping has been a solid benefit to have and that Mr. Sosa is continuing to learn every day. Mrs. Nunez is appreciated and should be a continued partner. Board members agreed.

Board Action: Approved

Action: Mr. Koontz \_m\_ Mrs. Hughes \_1\_ Mrs. Mariscal \_aye\_ Mrs. McGill \_aye\_ Mr. Madrigal \_aye\_

2.10 \* Business Manager Salary increase proposal: Mr. Jeremiah Sosa has submitted a new salary schedule request for increase along with the H/W and additional school district cost. Superintendent Rodriguez explained that Mr. Sosa has submitted proposal to increase his salary schedule. Mr. Sosa did not receive any pay increase for the last 2 years. Board President Mr. Koontz asked that further discussion will be moved to close session.

Board Action: moved to close session

Action: Mr. Koontz \_m\_ Mrs. Hughes \_1\_ Mrs. Mariscal \_2\_ Mrs. McGill \_aye\_ Mr. Madrigal \_aye\_

2.11\* Classified salary increase proposal: Salary schedule proposal increase for the 2018-19 school year. Board President asked to move discussion to close session.

Board Action: moved to close session

Action: Mr. Koontz \_m\_ Mrs. Hughes \_aye\_ Mrs. Mariscal \_1\_ Mrs. McGill \_2\_ Mr. Madrigal \_aye\_

### 3. Informational:

3.01 LCAP planning and funding: \$433,873: Superintendent Rodriguez reviewed with the board members each goal, action and cost.

3.02 Education Effectiveness expenditure tracking: Funds exhausted, history of teacher training: Superintendent Rodriguez explained that the EE funds was used effectively and that the record would show who attended training and the academic subject. Superintendent Rodriguez explained that the teachers have utilized their training strategies in the class room with the students.

3.03 Attendance: Superintendent Rodriguez explained that third grade has had 100% attendance and that there still have been students ill, decreasing class attendance.

3.04 April calendar of events: Superintendent Rodriguez reviewed upcoming activities and field trips.

3.05 Mr. Reyes and Ms. Solis: Student programs: Presentation was moved to the cafeteria. Parents and board members were presented with a power point and student discussion about the kid power program and the positive results of the student engaged in learning and improving. Mr. Reyes and Ms. Solis explained that students entered their program with behavior issues and academic challenges. Mr. Reyes and Ms. Solis asked students to talk about what they have learned. Mr. Reyes and Ms. Solis made positive comments about each student. Mr. Reyes asked parents to talk about their child's improvement.

3.06 New roof project will begin after July 2

3.07 Cafeteria Funding is still on hold until state releases funding to Ducor; still qualify for new funding under hardship qualifications: Superintendent Rodriguez explained that funding for future hardship qualification is still available and the planning for new construction is still in the plans and that the bond development would not interfere.

3.08 May 1<sup>st</sup> next board meeting, moved from May 8<sup>th</sup>

4. Adjourn to Closed Session: Time: 6:18 pm

Action: Mr. Koontz\_m\_ Mrs. Hughes\_2\_ Mrs. Mariscal\_1\_ Mrs. McGill\_aye\_ Mr. Madrigal\_aye\_

5. Closed Session: Business

5.1. Labor Negotiations (gov. code 54957.6)

6. Report Out of Closed Session: Time: 7:33 pm

2.8 DTA proposal that school pay for H/W has been countered by the district that H/W will be payed for during the 18-19 school year but a cap will be placed on H/W during the 19-20 school year.

2.10 and 2.11: Board approved to increase 2% increase on all salary schedule for certificated and classified employees. Action: Approved

Action: Mr. Koontz\_m\_ Mrs. Hughes\_1\_ Mrs. Mariscal\_2\_ Mrs. McGill\_aye\_ Mr. Madrigal\_aye\_

7. Adjournment: Time: 7:34 pm

Action: Mr. Koontz\_m\_ Mrs. Hughes\_2\_ Mrs. Mariscal\_1\_ Mrs. McGill\_aye\_ Mr. Madrigal\_aye\_

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10 Ducor Union Elementary School Distr  
**Tulare County Office of Education**  
**Accounts Payable Final Prelist - 4/12/2018 2:20:56PM**

\*\*\* FINAL \*\*\*  
 Batch No 228  
 Audit

| Vendor No | Vendor Name                   | Reference Number | Invoice Date | PO # | Invoice No   | Separate Check | Account Code                                       | Amount          | Flag | EFT |
|-----------|-------------------------------|------------------|--------------|------|--------------|----------------|--|-----------------|------|-----|
| 012924    | A & G TELEPHONE SERVICE       | PV-180614        | 3/15/2018    |      | 4215         |                | 010-00000-0-00000-27000-59000-0-0000               | \$150.00        |      |     |
|           |                               |                  |              |      |              |                | updated bell schedule, one hour labor, one hour tr |                 |      |     |
|           |                               |                  |              |      |              |                | <b>Total Check Amount:</b>                         | <b>\$150.00</b> |      |     |
| 012999    | ADVANCED MICRO SYSTEMS        | PV-180627        | 3/22/2018    |      | 180571       |                | 010-00000-0-00000-27000-58000-0-0000               | \$536.00        |      |     |
|           |                               |                  |              |      |              |                | Network Optimization Agreement billing for Apr2018 |                 |      |     |
|           |                               |                  |              |      |              |                | <b>Total Check Amount:</b>                         | <b>\$536.00</b> |      |     |
| 011655    | A-L WELDING                   | PV-180603        | 3/22/2018    |      | trans#A38077 |                | 010-11000-0-00000-82000-43000-0-0000               | \$31.06         |      |     |
|           |                               |                  |              |      |              |                | mouse glue board, mouse glue trap                  |                 |      |     |
|           |                               |                  |              |      |              |                | <b>Total Check Amount:</b>                         | <b>\$31.06</b>  |      |     |
| 013312    | AMERIPRIDE - CAFETERIA        | PV-180622        | 4/11/2018    |      | 1502124299   |                | 130-53100-0-00000-82000-55000-0-0000               | \$60.95         |      |     |
|           |                               |                  |              |      |              |                | towel micro fiber ribbed, mop wet blend, first aid |                 |      |     |
|           |                               |                  |              |      |              |                | <b>Total Check Amount:</b>                         | <b>\$60.95</b>  |      |     |
| 013311    | AMERIPRIDE UNIFORM SERVICE    | PV-180621        | 4/11/2018    |      | 1502124297   |                | 010-00000-0-00000-82000-55000-0-0000               | \$97.82         |      |     |
|           |                               |                  |              |      |              |                | mop dust handle, mop dust blend, towel wiper,      |                 |      |     |
|           |                               |                  |              |      |              |                | <b>Total Check Amount:</b>                         | <b>\$97.82</b>  |      |     |
| 013465    | Angelica Torrez               | PV-180609        | 4/10/2018    |      | 0410         |                | 010-30100-0-11100-10000-42000-0-0000               | \$98.25         |      |     |
|           |                               |                  |              |      |              |                | purchase class set of books for sixth grade        |                 |      |     |
|           |                               |                  |              |      |              |                | <b>Total Check Amount:</b>                         | <b>\$98.25</b>  |      |     |
| 013295    | AT&T                          | PV-180630        | 3/25/2018    |      | 03 25 2018   |                | 010-00000-0-00000-82000-55000-0-0000               | \$83.15         |      |     |
|           |                               |                  |              |      |              |                | long distance, fire alarm, protection 1            |                 |      |     |
|           |                               |                  |              |      |              |                | <b>Total Check Amount:</b>                         | <b>\$83.15</b>  |      |     |
| 011511    | CROP PRODUCTION SERVICES      | PV-180616        | 3/14/2018    |      | 35188412     |                | 010-11000-0-00000-82000-43000-0-0000               | \$58.51         |      |     |
|           |                               |                  |              |      |              |                | lyme for track                                     |                 |      |     |
|           |                               |                  |              |      |              |                | 010-11000-0-00000-82000-43000-0-0000               | \$58.51         |      |     |
|           |                               |                  |              |      |              |                | <b>Total Check Amount:</b>                         | <b>\$117.02</b> |      |     |
| 013417    | Culligan (Water Conditioning) | PV-180628        | 3/31/2018    |      | 31364        |                | 010-00000-0-00000-82000-55000-0-0000               | \$300.00        |      |     |
|           |                               |                  |              |      |              |                | water delivery, plus deposit on bottles not used b |                 |      |     |

4/12/2018  
2:20:56PM

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APY500  
\*\*\* FINAL \*\*\*  
Batch No 228

| Vendor No | Vendor Name                 | Reference Number | Invoice Date | PO # | Invoice No  | Separate Check | Account Code  | Amount            | Audit Flag | EFT |
|-----------|-----------------------------|------------------|--------------|------|-------------|----------------|---|-------------------|------------|-----|
| 013383    | CVM, LLC                    | PV-180634        | 4/1/2018     |      | 11851       |                | 010-00000-0-00000-27000-59000-0-0000 internet connection                                | \$109.15          |            |     |
|           |                             |                  |              |      |             |                | <b>Total Check Amount:</b>  | <b>\$300.00</b>   |            |     |
| 013409    | Diamond Technologies        | PV-180644        | 3/31/2018    |      | 21519       |                | 010-00000-0-00000-27000-58000-0-0000 on-site tech support for phone, plus travel        | \$260.00          |            |     |
|           |                             |                  |              |      |             |                | <b>Total Check Amount:</b>  | <b>\$260.00</b>   |            |     |
| 001647    | DUCOR TELEPHONE CO          | PV-180632        | 4/1/2018     |      | 000544      |                | 010-00000-0-00000-82000-55000-0-0000 school phones                                      | \$244.60          |            |     |
|           |                             |                  |              |      |             |                | <b>Total Check Amount:</b>  | <b>\$244.60</b>   |            |     |
| 005481    | EMPLOYMENT DEVELOPMENT DEPT | PV-180615        | 4/1/2018     |      | Yr 18 Qtr 1 |                | 010-00000-0-00000-00000-95025-0-0000 unemployment insurance                             | \$123.24          |            | G   |
|           |                             |                  |              |      |             |                | <b>Total Check Amount:</b>  | <b>\$123.24</b>   |            |     |
| 013492    | Hector Avila                | PV-180643        | 3/31/2018    |      | 676665      |                | 010-81500-0-00000-81100-58000-0-0000 Backhoe rental, 2 trees removed, tree trim, labor  | \$2,260.00        |            |     |
|           |                             |                  |              |      |             |                | <b>Total Check Amount:</b>  | <b>\$2,260.00</b> |            |     |
| 013441    | Home Depot Credit Services  | PV-180612        | 3/19/2018    |      | 882200      |                | 010-11000-0-00000-82000-43000-0-0000 mouse size bulk glue boards, 2 at \$31.79e         | \$68.51           |            | M   |
|           |                             |                  |              |      |             |                | <b>Total Check Amount:</b>  | <b>\$68.51</b>    |            |     |
| 013489    | Industrial Plumbing Supply  | PV-180633        | 3/16/2018    |      | 68543       |                | 010-11000-0-00000-81100-43000-0-0000 bubbler cartridge, spanner wrench, lock nut kit, p | \$183.53          |            |     |
|           |                             |                  |              |      |             |                | <b>Total Check Amount:</b>  | <b>\$183.53</b>   |            |     |
| 013375    | INFINITY COMMUNICATIONS     | PV-180626        | 4/2/2018     |      | 7493        |                | 010-00000-0-00000-72000-58000-0-0000 Erate Consulting Services fee for Year 21 Category | \$1,750.00        |            |     |
|           |                             |                  |              |      |             |                | <b>Total Check Amount:</b>  | <b>\$1,750.00</b> |            |     |



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|-----------|--------------------------------|------------------|--------------|------|-------------------|----------------|--|------------|------|-----|
| 013471    | Jeffrey Deik                   | PV-180620        | 3/16/2018    |      | 0316              |                | 010-30100-0-11100-10000-43000-0-0000<br>reimbursement for purchase of Lenovo led screen    | \$40.98    |      |     |
|           |                                |                  |              |      |                   |                | <b>Total Check Amount:</b>   | \$40.98    |      |     |
| 013494    | Jeff's Music                   | PV-180611        | 4/3/2018     |      | PO 1104           |                | 010-07200-0-11100-10000-43000-0-0302<br>Strictly Strings book, violin shoulder rest, stude | \$2,612.24 |      |     |
|           |                                |                  |              |      |                   |                | <b>Total Check Amount:</b>   | \$2,612.24 |      |     |
| 013209    | Juans Tire Shop                | PV-180642        | 3/6/2018     |      | 2976              |                | 010-00000-0-00000-82000-58000-0-0000<br>repair two flat tire, plus tubes for utility trail | \$88.88    |      |     |
|           |                                |                  |              |      |                   |                | <b>Total Check Amount:</b>   | \$88.88    |      |     |
| 012443    | QUILL CORPORATION              | PV-180604        | 3/7/2018     |      | 5398007           |                | 010-00000-0-00000-27000-43000-0-0000<br>hanging folders, dry erase markers, cash receipt b | \$297.44   |      |     |
|           | QUILL CORPORATION              | PV-180605        | 3/13/2018    |      | 5504488           |                | 010-00000-0-00000-27000-43000-0-0000<br>cash receipt book, 5 for \$25.49e                  | \$137.33   |      |     |
|           |                                |                  |              |      |                   |                | <b>Total Check Amount:</b>   | \$434.77   |      |     |
| 013490    | Sallyport Commercial Finance   | PV-180618        | 3/1/2018     |      | 264019            |                | 010-00000-0-00000-82000-55000-0-0000<br>loaded 350gals propane at \$1.779gal               | \$678.39   |      |     |
|           | Sallyport Commercial Finance   | PV-180619        | 3/19/2018    |      | 261494            |                | 010-00000-0-00000-82000-55000-0-0000<br>loaded 240gals propane at \$1.929gal               | \$503.97   |      |     |
|           | Sallyport Commercial Finance   | PV-180625        | 3/22/2018    |      | 214882            |                | 010-00000-0-00000-36000-43000-0-0000<br>loaded 250gals diesel at \$2.715gal                | \$872.56   |      |     |
|           |                                |                  |              |      |                   |                | <b>Total Check Amount:</b>   | \$2,054.92 |      |     |
| 013477    | Sarina Acevedo                 | PV-180610        | 3/16/2018    |      | 0316              |                | 010-11000-0-11100-10000-43000-0-0000<br>purchased grid paper for classroom                 | \$5.38     |      |     |
|           |                                |                  |              |      |                   |                | <b>Total Check Amount:</b>   | \$5.38     |      |     |
| 012470    | STATE BOARD OF<br>EQUALIZATION | PV-180624        | 4/1/2018     |      | Jan thru Mar 2018 |                | 010-00000-0-00000-36000-58000-0-0000<br>diesel fuel tax                                    | \$10.00    |      |     |
|           |                                |                  |              |      |                   |                | <b>Total Check Amount:</b>   | \$10.00    |      |     |

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| Vendor No | Vendor Name                    | Reference Number | Invoice Date | PO # | Invoice No     | Separate Check | Account Code  | Amount     | Flag | EFT |
|-----------|--------------------------------|------------------|--------------|------|----------------|----------------|---|------------|------|-----|
| 012837    | SUPPLYWORKS                    | PV-180613        | 3/16/2018    |      | 432687275      |                | 010-00000-0-00000-82000-55000-0-0000  | \$491.28   |      |     |
|           | SUPPLYWORKS                    | PV-180629        | 3/21/2018    |      | 433172772      |                | foam skin cleanser, facial tissue, dual detergent,<br>010-00000-0-00000-82000-55000-0-0000<br>2 bowl cleaners at \$26.58e | \$66.15    |      |     |
|           |                                |                  |              |      |                |                |   | \$557.43   |      |     |
| 012709    | TULARE COUNTY OFFICE OF ED.    | PV-180606        | 3/15/2018    |      | 181704         |                | 010-00000-0-00000-72000-58000-0-0000  | \$150.00   |      |     |
|           | TULARE COUNTY OFFICE OF ED.    | PV-180607        | 3/19/2018    |      | 181737         |                | Teacher Recruitment Fair Booth<br>010-62640-0-11100-10000-58000-0-0000  | \$175.00   |      |     |
|           | TULARE COUNTY OFFICE OF ED.    | PV-180608        | 3/19/2018    |      | 181736         |                | Math workshop registration fee for Esqueda on Feb<br>010-62640-0-11100-10000-58000-0-0000                                 | \$300.00   |      |     |
|           | TULARE COUNTY OFFICE OF ED.    | PV-180623        | 4/2/2018     |      | 181828         |                | Reading/Writing registration fee for Acevedo & Wico<br>010-62640-0-11100-10000-58000-0-0000                               | \$525.00   |      |     |
|           | TULARE COUNTY OFFICE OF ED.    | PV-180641        | 3/26/2018    |      | 181813         |                | registration fee for Enliven training for Bates, H<br>010-00000-0-11100-10000-52000-0-0000                                | \$280.00   |      |     |
|           |                                |                  |              |      |                |                | Registration fees for Support Staff conf. for 7 st  | \$1,430.00 |      |     |
| 013486    | U.S. Bank Corporate Payment Sy | CM-180012        | 4/12/2018    |      | ref# 396147    |                | 010-30100-0-11100-10000-43000-0-0000  | (\$266.42) |      |     |
|           | U.S. Bank Corporate Payment Sy | PV-180635        | 3/7/2018     |      | ref #013181    |                | return of wrong item purchased<br>010-30100-0-11100-10000-43000-0-0000  | \$266.52   |      |     |
|           | U.S. Bank Corporate Payment Sy | PV-180636        | 3/14/2018    |      | ref# 919834    |                | ac chrome, recycle fee, SVC plan<br>010-00000-0-00000-36000-58000-0-0000  | \$1,575.00 |      |     |
|           | U.S. Bank Corporate Payment Sy | PV-180637        | 3/16/2018    |      | ref# 000015    |                | towing service for school bus<br>010-11000-0-00000-81100-43000-0-0000   | \$146.14   |      |     |
|           | U.S. Bank Corporate Payment Sy | PV-180639        | 3/13/2018    |      | ref# 769672    |                | Morton 8501, hydraulic spring for front office doc<br>010-00000-0-00000-27000-52000-0-0000                                | \$128.00   |      |     |
|           | U.S. Bank Corporate Payment Sy | PV-180640        | 3/10/2018    |      | ref# 287220    |                | registration fee for Excel training for Jeremiah<br>010-11000-0-00000-81100-43000-0-0000                                  | \$49.15    |      |     |
|           |                                |                  |              |      |                |                | 2 hole blade replace set  | \$1,898.39 |      |     |
| 012434    | WASTE MANAGEMENT               | PV-180631        | 4/1/2018     |      | 4189977-0165-5 |                | 010-00000-0-00000-82000-55000-0-0000  | \$538.26   |      |     |
|           |                                |                  |              |      |                |                | trash service for March 2018  | \$538.26   |      |     |
|           |                                |                  |              |      |                |                |   | \$538.26   |      |     |

Accounts Payable Final Prelist - 4/12/2018 2:20:56PM

\*\*\* FINAL \*\*\*

Batch No 228

| Vendor No | Vendor Name | Reference<br>Number | Invoice<br>Date | PO # | Invoice No | Separate |              | Amount | Audit<br>Flag | EFT |
|-----------|-------------|---------------------|-----------------|------|------------|----------|--------------|--------|---------------|-----|
|           |             |                     |                 |      |            | Check    | Account Code |        |               |     |

Total District Payment Amount:

\$16,144.53

## Accounts Payable Final Prelist - 4/26/2018 12:35:15PM

\*\*\* FINAL \*\*\*

Batch No 229

Audit

Amount Flag EFT

| Vendor No | Vendor Name                | Reference Number | Invoice Date | PO # | Invoice No | Separate Check | Account Code  | Amount             | Flag | EFT |
|-----------|----------------------------|------------------|--------------|------|------------|----------------|---|--------------------|------|-----|
| 013312    | AMERIPRIDE - CAFETERIA     | PV-180650        | 4/18/2018    |      | 1502129197 |                | 130-53100-0-00000-82000-55000-0-0000                | \$60.95            |      |     |
|           | AMERIPRIDE - CAFETERIA     | PV-180653        | 4/25/2018    |      | 1502134012 |                | 130-53100-0-00000-82000-55000-0-0000                | \$60.95            |      |     |
|           | AMERIPRIDE - CAFETERIA     | PV-180655        | 3/28/2018    |      | 1502114551 |                | 130-53100-0-00000-82000-55000-0-0000                | \$60.95            |      |     |
|           |                            |                  |              |      |            |                | towel micro fiber ribbed, mop wet blend, first aid  |                    |      |     |
|           |                            |                  |              |      |            |                | 130-53100-0-00000-82000-55000-0-0000                |                    |      |     |
|           |                            |                  |              |      |            |                | towel microfiber ribbed, mop wet blend, first aid   |                    |      |     |
|           |                            |                  |              |      |            |                | 130-53100-0-00000-82000-55000-0-0000                |                    |      |     |
|           |                            |                  |              |      |            |                | towel microfiber ribbed, mop wet blend string, fir  |                    |      |     |
|           |                            |                  |              |      |            |                | 130-53100-0-00000-82000-55000-0-0000                |                    |      |     |
|           |                            |                  |              |      |            |                | towel micro fiber ribbed, mop wet blend, first aid  |                    |      |     |
|           |                            |                  |              |      |            |                |   |                    |      |     |
|           |                            |                  |              |      |            |                | <b>Total Check Amount:</b>                          | <b>\$182.85</b>    |      |     |
| 013311    | AMERIPRIDE UNIFORM SERVICE | PV-180649        | 4/18/2018    |      | 1502129194 |                | 010-00000-0-00000-82000-55000-0-0000                | \$97.82            |      |     |
|           |                            |                  |              |      |            |                | mop dust handle, mop dust blend, towel wiper, ma    |                    |      |     |
|           |                            |                  |              |      |            |                | 010-00000-0-00000-82000-55000-0-0000                | \$97.82            |      |     |
|           | AMERIPRIDE UNIFORM SERVICE | PV-180654        | 4/25/2018    |      | 1502134009 |                | mop dust handle, mop dust blend, towel wiper, mats  |                    |      |     |
|           |                            |                  |              |      |            |                |   |                    |      |     |
|           |                            |                  |              |      |            |                | <b>Total Check Amount:</b>                          | <b>\$195.64</b>    |      |     |
| 012910    | CONNEX SAFETY PRODUCTS     | PV-180652        | 4/12/2018    |      | 05521022   |                | 130-53100-0-00000-37000-43000-0-0000                | \$182.43           |      |     |
|           |                            |                  |              |      |            |                | latex industrial gloves, 10 boxes ordered at \$13.7 |                    |      |     |
|           |                            |                  |              |      |            |                |   |                    |      |     |
|           |                            |                  |              |      |            |                | <b>Total Check Amount:</b>                          | <b>\$182.43</b>    |      |     |
| 013471    | Jeffrey Delk               | PV-180657        | 4/10/2018    |      | 041018     |                | 010-00000-0-00000-36000-58000-0-0000                | \$100.00           |      |     |
|           |                            |                  |              |      |            |                | reimbursement for DOT Physical                      |                    |      |     |
|           |                            |                  |              |      |            |                |   |                    |      |     |
|           |                            |                  |              |      |            |                | <b>Total Check Amount:</b>                          | <b>\$100.00</b>    |      |     |
| 013451    | Juan T. Reyes Consulting   | PV-180647        | 4/1/2018     |      | #009       |                | 010-07200-0-11100-31100-58000-0-0101                | \$5,928.00         |      |     |
|           |                            |                  |              |      |            |                | guidance counselor services                         |                    |      |     |
|           |                            |                  |              |      |            |                |   |                    |      |     |
|           |                            |                  |              |      |            |                | <b>Total Check Amount:</b>                          | <b>\$5,928.00</b>  |      |     |
| 013014    | National School Products   | PV-180645        | 3/19/2018    |      | 117240     |                | 010-63000-0-11100-10000-43000-0-0000                | \$25.50            |      |     |
|           |                            |                  |              |      |            |                | ordered 1 poster Famous Hispanic American for clas  |                    |      |     |
|           |                            |                  |              |      |            |                |   |                    |      |     |
|           |                            |                  |              |      |            |                | <b>Total Check Amount:</b>                          | <b>\$25.50</b>     |      |     |
| 013359    | NOE RODRIGUEZ              | PV-180656        | 4/17/2018    |      | 041718     |                | 010-00000-0-00000-36000-58000-0-0000                | \$110.00           |      |     |
|           |                            |                  |              |      |            |                | reimbursement for DMV Physical for bus transportal  |                    |      |     |
|           |                            |                  |              |      |            |                |   |                    |      |     |
|           |                            |                  |              |      |            |                | <b>Total Check Amount:</b>                          | <b>\$110.00</b>    |      |     |
| 013252    | PUSD STUDENT NUTRITION     | PV-180646        | 3/27/2018    |      | 8320       |                | 130-53100-0-00000-37000-58000-0-0000                | \$13,028.00        |      |     |
|           |                            |                  |              |      |            |                | student/adult meals and snacks for February 2018    |                    |      |     |
|           |                            |                  |              |      |            |                |   |                    |      |     |
|           |                            |                  |              |      |            |                | <b>Total Check Amount:</b>                          | <b>\$13,028.00</b> |      |     |

10 Ducor Union Elementary School Distr  
**Tulare County Office of Education**  
**Accounts Payable Final Prelist - 4/26/2018 12:35:15PM**

4/26/2018  
 12:35:15PM

Page 2 of 2  
 APY500  
 \*\*\* FINAL \*\*\*  
 Batch No 229

| Vendor No           | Vendor Name          | Reference Number | Invoice Date | PO # | Invoice No | Separate Check | Account Code  | Audit Flag | EFT |
|---------------------|----------------------|------------------|--------------|------|------------|----------------|---|------------|-----|
| Total Check Amount: |                      |                  |              |      |            |                |   |            |     |
| 012443              | QUILL CORPORATION    | PV-180648        | 4/17/2018    |      | 6438359    |                | 010-00000-0-00000-27000-43000-0-0000<br>Osgood black chair for \$129.99e plus \$10.07 tax |            |     |
| Total Check Amount: |                      |                  |              |      |            |                |   |            |     |
| 013199              | RES COM Pest Control | PV-180651        | 4/7/2018     |      | 1623690    |                | 130-53100-0-00000-82000-55000-0-0000<br>spray for ants, roaches, spiders                  |            |     |
| Total Check Amount: |                      |                  |              |      |            |                |   |            |     |
| Total Check Amount: |                      |                  |              |      |            |                |   |            |     |

\$13,028.00

\$140.06

\$140.06

\$45.00

\$45.00

Accounts Payable Final Prelist - 4/26/2018 12:35:15PM

\*\*\* FINAL \*\*\*

Batch No 229

| Vendor No | Vendor Name | Reference<br>Number | Invoice<br>Date | PO # | Invoice No | Separate |              | Amount | Audit<br>Flag | EFT |
|-----------|-------------|---------------------|-----------------|------|------------|----------|--------------|--------|---------------|-----|
|           |             |                     |                 |      |            | Check    | Account Code |        |               |     |

Total District Payment Amount: \$19,937.48

Accounts Payable Final Prelist - 4/26/2018 12:35:15PM

\*\*\* FINAL \*\*\*  
Batch No 229

| Vendor No | Vendor Name | Reference Number | Invoice Date | PO # | Invoice No | Separate Check | Account Code | Amount | Audit Flag | EFT |
|-----------|-------------|------------------|--------------|------|------------|----------------|--------------|--------|------------|-----|
|-----------|-------------|------------------|--------------|------|------------|----------------|--------------|--------|------------|-----|

Batch No 229

Total Accounts Payable: \$19,937.48

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 19,937.48 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          | \$6,499.20  |
| 130          | \$13,438.28 |
| Total        | \$19,937.48 |

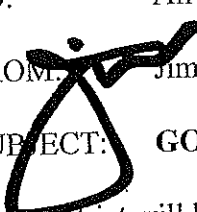
2.4

# Tulare County Office of Education

*Committed to Students, Support and Service*

April 3, 2018

TO: All Tulare County School Districts Holding Elections in 2018

FROM:  Jim Vidak, Tulare County Superintendent of Schools

SUBJECT: **GOVERNING BOARD ELECTIONS – NOVEMBER 6, 2018**

Your district will be among those holding an election this year on November 6, 2018 at the time of the statewide general election.

A sample resolution is enclosed containing the specifications of the election order for your board's use to meet the requirements of Education Code section 5322.

**PLEASE SCHEDULE ADOPTION OF THIS RESOLUTION ON YOUR BOARD'S AGENDA FOR MAY 2018.** The resolution orders the election, makes certain specifications for county elections use in arranging for your district's election, consolidates your district's election with the general election, and advises this office of the newspaper in which your district's Notice of Election is to be published.

Also enclosed for your information and guidance is a timetable of deadlines relating to the November election. Dates for candidates to file their declaration of candidacy (nomination papers) at the County Elections office are included on the timetable.

After your board adopts the enclosed resolution, immediately distribute as follows:

**Send a copy of the adopted resolution to:**

Emily Oliveira, Elections Program Coordinator  
Tulare County Elections  
5951 S. Mooney Blvd.  
Visalia, CA 93277

**Send the ORIGINAL adopted resolution to:**

Shelly DiCenzo, Administrative Services  
Tulare County Office of Education  
P.O. Box 5091  
Visalia, CA 93278-5091

**PLEASE SEND THE RESOLUTION TO THE COUNTY OFFICE OF  
EDUCATION AND COUNTY ELECTIONS BY FRIDAY, JUNE 22, 2018**

If you have any question, please contact Shelly DiCenzo at (559)733-6312 or shellyd@tcoe.org

JV/sd

Enclosures: General Election Timetable  
Resolution Ordering Election

**Jim Vidak**  
County  
Superintendent  
of Schools

P.O. Box 5091  
Visalia, California  
93278-5091

(559) 733-6300  
tcoe.org

**Administration**  
(559) 733-6301  
fax (559) 627-5219

**Business Services**  
(559) 733-6474  
fax (559) 737-4378

**Human Resources**  
(559) 733-6306  
fax (559) 627-4670

**Instructional Services**  
(559) 733-6328  
fax (559) 739-0310

**Special Services**  
(559) 730-2910  
fax (559) 730-2511

*Main Locations*

**Administration  
Building & Conference  
Center**  
6200 S. Mooney Blvd.  
Visalia

**Doe Avenue Complex**  
7000 Doe Ave.  
Visalia

**Liberty Center/  
Planetarium &  
Science Center**  
35 Ave. 264  
Visalia



BEFORE THE BOARD OF TRUSTEES  
OF THE DUCOR UNION SCHOOL DISTRICT  
TULARE COUNTY, STATE OF CALIFORNIA

In the Matter of Ordering Regular Governing  
Board Member Elections; Specifications of the  
Election Order

RESOLUTION NO. 3

RECITALS

1. Elections Code sections 1302, 10404.5 and 10405.7 authorize school districts and community college districts to establish the election day for governing board members to regularly occur on the same day as the statewide direct primary election, the statewide general election or the general municipal election is held.
2. The Board of Supervisors has received and approved a resolution from this Board establishing election of governing board members on the same day upon which the statewide general election is held.
3. Education Code section 5322 provides that whenever an election for governing board members is ordered, the governing board shall, by resolution, provide for specifications of the election order which shall be delivered to the county superintendent of schools and the officer conducting the election not less than 123 days prior to the date set for the election.
4. Other elections of school districts or other public agencies may be held in whole or part within the territory of this District and it is to the advantage of the District to consolidate therewith.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The above recitals are true and correct.
2. This Board hereby orders an election to be held within the territory included in this District on the 6<sup>th</sup> day of November 2018, for the purpose of electing three (3) members to the governing board of the District in accordance with the following specifications:

**DUCOR UNION SCHOOL DISTRICT  
SPECIFICATIONS OF THE ELECTION ORDER**

- A. The election shall be held on Tuesday, November 6, 2018.
- B. The purpose of the election is to choose three (3) members of the governing board of this District.
- C. Adopt i or ii (please check one box in this section):
- ☒ i. Candidate statements shall be paid for by the candidate. (*Elections Code section 13309 provides procedures for filing by indigent candidates.*)
- ☐ ii. Candidate statements shall be paid for by the District. (*Elections Code section 13307.*)
- D. Adopt i or ii (please check one box in this section):
- ☒ i. Candidate statements shall be limited to 200 words.
- ☐ ii. Candidate statements shall be limited to 400 words. (*Elections Code section 13307.*)
- E. Adopt i or ii (please check one box in this section):
- ☒ i. In the event of a tie vote, the winner of the election shall be determined by lot at a time and place to be designated by this Board.
- ☐ ii. In the event of a tie vote, the governing board shall call a runoff election on the sixth Tuesday following the election at which the tie vote occurred. (*Education Code section 5016*) **All costs and expenses of conducting the special runoff election shall be borne by the District.**
3. The District will reimburse the county for the actual cost incurred by the county elections official in conducting the general election upon receipt of a bill stating the amount due as determined by the elections official.
4. This Board hereby requests and consents to the consolidation of this election with other elections to be held in whole or in part in the territory of the District, pursuant to Education Code section 5340 et seq., and Elections Code section 10400 et seq.
5. The Clerk of this Board is ordered to deliver copies of this Resolution, not less than 123 days prior to the date set for the election, to the county superintendent of schools who shall deliver the order of election to the Tulare County elections official and, if applicable, to the election official of any other county in which the election is to be held, as required by Education Code section 5324.

6. This Board requests that the county superintendent of schools publish the notice of election in the following newspaper, which is a newspaper of general circulation that is regularly circulated in the territory:

(Insert name of newspaper)

I, Amparo Mariscal Clerk of the Board of Trustees of the Ducor School, do hereby certify that the foregoing Resolution was proposed by Board member Amparo Mariscal seconded by Board member Mary McGill, and duly passed and adopted by said Board, at an official and public meeting thereof held on May 1, 2018, by the following vote:  
(list members' names)

AYES: Jim KOONTZ, TRISH HUGHES, AMPARO MARISCAL, MIGUEL MADRIGAL  
NOES: X  
ABSENT: X  
ABSTAIN: X  
MARY MCGILL

Date: 5/1/18

Amparo Mariscal  
Clerk, Board of Trustees  
Ducor Union School District

6. This Board requests that the county superintendent of schools publish the notice of election in the following newspaper, which is a newspaper of general circulation that is regularly circulated in the territory:

*(Insert name of newspaper)*

I, \_\_\_\_\_, Clerk of the Board of Trustees of the \_\_\_\_\_, do hereby certify that the foregoing Resolution was proposed by Board member \_\_\_\_\_, seconded by Board member \_\_\_\_\_, and duly passed and adopted by said Board, at an official and public meeting thereof held on \_\_\_\_\_, 2018, by the following vote:  
(list members' names)

*AYES:*

*NOES:*

*ABSENT:*

*ABSTAIN:*

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk, Board of Trustees  
Ducor Union School District

**GENERAL ELECTION TIMETABLE**  
**TULARE COUNTY SCHOOL DISTRICTS – ELECTION DAY: NOVEMBER 6, 2018**

| <b>DATE/NUMBER OF DAYS TO ELECTION</b>  | <b>ACTION</b>  |
|---|--|
| <b>AT LEAST 130 DAYS PRIOR TO THE ELECTION – FRIDAY, JUNE 29, 2018</b><br><i>Ed. Code 5323 and 5340</i>   | <b>COUNTY SUPERINTENDENT must notify</b> governing boards in writing that a consolidated election is required to be held.  |
| <b>Between MAY 6, 2018 AND JUNE 29, 2018</b><br><i>Between six months and 130 days prior to the election</i><br><i>Ed. Code 5093(b)</i>   | <b>NO APPOINTMENT OR SPECIAL ELECTION</b> to fill a vacancy for <u>terms not ending this election year only</u> during the period between 6 months and 130 days prior to the election if the position is not scheduled to be filled at such election.  |
| <b>AT MAY OR JUNE BOARD MEETING</b><br><br><b>NOT LATER THAN FRIDAY, JULY 6, 2018</b><br><b>**Please send by Friday, June 22, 2018**</b><br><i>Not less than 123 days prior to the election</i><br><i>Ed. Code 5322</i> | <b>DISTRICTS ADOPT RESOLUTION ORDERING ELECTION</b><br><br><b>LAST day for districts to deliver resolution to County Superintendent</b> containing the specifications of the election order.   |
| <b>NOT LATER THAN MONDAY, JULY 9, 2018</b><br><i>At least 120 days prior to the election – Ed. Code 5324</i>  | <b>LAST day for County Superintendent to deliver to</b> County Elections Official the order of election and formal notice of election.   |
| <b>Between JULY 9, 2018 AND AUGUST 8, 2018</b><br><i>At least 90 days, and not more than 120 days before the election</i><br><i>Ed. Code 5363 and Elections Code 12112, 12113</i>                                       | <b>PUBLISH NOTICE OF ELECTION</b> one time in a newspaper of general circulation for all districts holding an election. [County Superintendent's office will publish school district notices and mail copies to school districts for Election Official. School districts are to post the Notice of Election at their district offices.]  |
| <b>MONDAY, JULY 16, 2018</b><br><i>113<sup>th</sup> day prior to the election</i><br><i>Ed. Code 5014 and Elections Code 10510</i>  | <b>FIRST DAY CANDIDATES MAY FILE</b> forms for Declaration of Candidacy (nomination papers) at the County Elections Office. Forms shall be available on the 113 <sup>th</sup> day prior to the election and must be filed not later than 5 p.m. on the 88 <sup>th</sup> day prior to the election.<br><u>CANDIDATE/NOMINATION INFORMATION</u><br>Contact: Tulare County Elections Office<br>Phone: (559) 624-7300<br>5951 S. Mooney Blvd., Visalia CA 93277<br>Office Hours: Mon-Thurs 7:30 a.m. to 5:30 p.m. and Friday 8:00 a.m. to 12:00 p.m. |
| <b>TUESDAY, AUGUST 7, 2018</b><br><i>Within 4 months of the end of the term</i><br><i>Ed. Code 5093(a)</i>  | <b>NO APPOINTMENT OR SPECIAL ELECTION</b> to fill a vacancy for <u>terms ending this election year only</u> if it occurs within 4 months of the end of the term.   |
| <b>FRIDAY, AUGUST 10, 2018</b><br><i>88 days prior to the date of the election</i><br><i>Ed. Code 5322 and Elections Code 10510</i>   | <b>LAST DAY TO FILE</b> for a bond measure.<br><b>LAST DAY TO FILE</b> declaration of candidacy.<br><b>LAST DAY TO WITHDRAW</b> declaration of candidacy. County Elections Office will be open until 5:00 p.m. on this day.  |
| <b>WEDNESDAY, AUGUST 15, 2018</b><br><i>83<sup>rd</sup> day before the election</i><br><i>Election Code 10516</i>   | <b>LAST DAY EXTENDED FILING PERIOD</b> – if a declaration of candidacy for an incumbent is not filed by 5 p.m. on the 88 <sup>th</sup> day before the election, filing for anyone other than the incumbent shall have until 5 p.m. on the 83 <sup>rd</sup> day before the election to file a declaration of candidacy.<br><b>**There is no extension if the incumbent files by the 88<sup>th</sup> day or if there is no incumbent eligible to be elected.**</b>   |
| <b>Between MONDAY, OCTOBER 8, 2018 AND TUESDAY, OCTOBER 30, 2018</b><br><i>29 days prior to the election</i><br><i>Elections Code 3001</i>  | <b>APPLY for a vote by mail voter's ballot</b> to the elections official. Applications shall be made in writing, showing the applicants place of residence, signed by the applicant and received between the 29 <sup>th</sup> and the 7 <sup>th</sup> prior to the election  |

2.7

## CONSULTING SERVICES AGREEMENT

This Agreement is entered into effective the 1st day of June, 2018 by and between Total Compensation Systems, Inc. ("Consultant"), a California corporation with principal offices located at 5655 Lindero Canyon Road, Suite 223, Westlake Village, California, 91362 and Ducor Union Elementary School District ("Customer").

The following shall govern the provision of consulting services by Consultant to Customer.

1. Consulting Services. Consultant shall provide the consulting services described on Schedule 1 attached hereto.
2. Compensation to Consultant. Customer shall pay Consultant for the consulting services described on Schedule 1 attached hereto the compensation set forth on Schedule 2 attached hereto.
3. Term and Termination. (a) Term. This Agreement shall commence on the date first written above and shall continue in effect until February 28, 2019, or until all consulting services described on Schedule 1 have been performed, whichever occurs first, unless sooner terminated in accordance with the provisions of this Agreement. (b) Termination Without Cause. This agreement may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. (c) Termination With Cause. Either party shall have the right to terminate this Agreement upon the failure of either party to observe any of the covenants and agreements required to be observed by it under this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof. (d) Rights and Obligations after Termination. Termination of this agreement shall not relieve either party of any rights or obligations arising out of the Agreement prior to termination, with the exception that the amount of the final payment that shall be made by Customer shall be based solely upon the percentage of work that was completed by Consultant.
4. Customer Will Provide Information. Customer shall provide Consultant with the information necessary for Consultant to provide the consulting services described on Schedule 1 attached hereto.
5. Authorization to Acquire Information. Customer hereby authorizes Consultant to acquire the necessary information reasonably required by Consultant to provide the consulting services described on Schedule 1 attached hereto from any agency, agencies, source or sources.
6. Customer's Right to Provide Information. Customer represents and warrants to Consultant that it has the right to provide the information that will be given by Customer to Consultant, or which will be acquired by Consultant pursuant to paragraphs 4 and 5 above.
7. Limitation on Services. Customer understands that Customer retains sole authority and responsibility for the operation and design of all Customer's employee benefit plans.
8. Ownership of Systems and Materials. All systems, programs, operating instructions, forms and other documentation prepared by or for Consultant shall be and remain the property of Consultant. All data source documents provided by Customer shall remain the property of Customer.
9. Indemnification. (a) By Customer. Customer hereby agrees to defend and indemnify Consultant and hold Consultant harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Customer's gross negligence or willful misconduct. (b) By Consultant. Consultant hereby agrees to defend and indemnify Customer and hold Customer

harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Consultant's gross negligence or willful misconduct.

10. General.

- a. Relationship of the Parties. The relationship between Consultant and Customer established by this Agreement is that of independent contractors. Consultant and Customer shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of the other.
- b. Force Majeure. No party shall have liability for damages or non-performance under this Agreement due to fire, explosion, strikes or labor disputes, water, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, transportation, facilities, labor, fuel or energy shortages, or other causes beyond that party's control.
- c. Entire Agreement. This Agreement and the Schedules attached hereto contain the entire agreement between the parties and supersedes all previous agreements and proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by written amendment signed by both of the parties hereto.

11. Confidentiality. Consultant recognizes that its work will bring it into close contact with confidential information of Customer, including personal information about employees of Customer. Consultant agrees not to disclose anything that is the confidential information of Customer, or that is proprietary to Customer, including its software, its legacy applications, and its databases, to any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as set forth below.

"CONSULTANT"  
TOTAL COMPENSATION SYSTEMS, INC.

"CUSTOMER"  
DUCOR UNION ELEMENTARY SCHOOL  
DISTRICT

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

By: Geoffrey L. Kischuk

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

Title: President

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

Date: 04/16/2018

Date: \_\_\_\_\_

## SCHEDULE 1

For the purposes of this Agreement, "consulting services" shall include the following services provided by Consultant to Customer:

Consulting reports including all actuarial information necessary for Customer to comply with the requirements of current GASB accounting standards 74/75 related to retiree health benefits for two years, including one full valuation and one "roll-forward" valuation. Study results will be separated between one employee classifications. Consultant will provide as many copies of the final reports as Customer shall reasonably request.

Services do not include Consultant's attendance at any meetings, unless requested by Customer at the fee shown in Schedule 2. Services also do not include a funding valuation unless requested by Customer at the fee shown in Schedule 2



## SCHEDULE 2

Customer shall pay Consultant for the retiree health valuation report based on the full valuation a total of \$2,800. One-half, or \$1,400 shall be due within 30 days of the commencement of work by Consultant. One-half, or \$1,400 shall be due within 30 days of the delivery by Consultant to Customer of the draft consulting report for the full valuation (or within 30 days of contract termination, if earlier). Customer shall also pay Consultant for the retiree valuation report based on the "roll-forward" valuation a total of \$1,400 within 30 days of the delivery by Consultant to Customer of the draft consulting report for the "roll-forward" valuation (or within 30 days of contract termination, if earlier)

If Consultant receives a non-refundable deposit from Customer of \$1,260 by June 1, 2018, all amounts shown above shall be reduced by 10%.

In addition to the above fees, Customer agrees to pay Consultant an all-inclusive fee of \$1,900 per meeting to attend meetings related to the consulting services. Customer shall pay such meeting fees within 30 days of the meeting. Also in addition, to all of the above fees, Customer will pay Consultant \$1,000 for each "funding valuation" requested by Customer. Neither the meeting fee nor the fee for a "funding valuation" shall be subject to the above discount or to any other discounts.

# **TCS** Total Compensation Systems, Inc.

April 16, 2018

Jeremiah Sosa  
Office Manager  
Ducor Union Elementary School District  
PO Box 249  
Ducor, CA 93218-0249

Dear Jeremiah,

This letter is our proposal for GASB 74/75 actuarial valuation services. GASB 74/75 dramatically change the way services are provided, resulting in changes to our contracting practices. This letter includes a lot of information, but is crucial to understand compliance implications of GASB 74/75 for Ducor Union Elementary School District.

## **Additional Required Work**

First, while valuations are required no less frequently than every two years under GASB 74/75, a "roll-forward" calculation is also required for every valuation cycle to determine second year accounting entries. The roll-forward calculation depends on the full valuation, so the calculation is an integral part of the actuarial services for each valuation cycle. Under GASB 74/75, we not only need to make a roll-forward calculation, but generate all the information needed to create the Note Disclosures and Required Supplementary Information (RSI) schedules (see below) for the "off-year". The roll-forward calculation will be billed separately, but is included in the same contract.

Second, greatly expanded Note Disclosure requirements require rerunning the valuation 4 additional times to quantify the net OPEB liability if interest rates are one percent higher or lower than assumed; as well as if health care trend is one percent higher or lower. The need for 4 additional complete valuation runs increases our work significantly.

Third, there will be deferred inflows and outflows that need to be calculated and tracked – some for longer than ten years. Calculating, tracking and reporting deferred items require additional work, in and of itself. Also, up to two additional valuation runs may be required to determine the amount of liability changes subject to immediate or deferred recognition.

Fourth, there is a new concept in GASB 75 known as "Actuarially Determined Contributions" or "ADC". If an agency funds its obligation and the funding is set or recommended based on an actuarial valuation, there are ADC's, which trigger additional Note Disclosures. Therefore, we are including a funding valuation in the contract as an, optional service.

## **Separate Billing for Roll-Forward Valuation**

For the above reasons, the amount of work associated with performing OPEB valuations is dramatically increased. In the past, we would have had to increase fees by anywhere from \$6,000 to \$14,000 to accommodate the additional work. However, we have been working for several years to modify our systems and procedures in order to streamline the valuation process under GASB 74/75 to the greatest extent possible. We have reduced the additional required fees to a fraction of what they would have been, but our fees still unavoidably include more than an inflation increase. For Ducor Union Elementary School District, our total fee for the full accounting valuation is \$2,800 and, for the roll-forward the fee is \$1,400 (i.e. excluding any meetings and excluding an ADC funding valuation). Partially offsetting the fee increase is the fact that we are offering a 10% discount as will be explained below.

Since GASB 74/75 now require actuarial calculations for the "off year", and to make costs more manageable for our clients, we will bill the roll-forward valuation separately. As before, the first and second installments for the full valuation will be at the beginning and end of the full valuation. A third installment will be due within 30 days of completion of the roll-forward valuation. This arrangement keeps the fee for the full valuation only modestly higher than under GASB 43/45, with most of the cost increase resulting from the "off-year" valuation. (Triennial clients will also have cost increases related to moving from a three-year to a two-year cycle.)

While this fee does NOT include any on-site meetings, it *does* include unlimited phone support. The additional fee

for a meeting would be \$1,900. Our fee also does not include a valuation explicitly for funding purposes. If Ducor Union Elementary School District would like an ADC funding valuation, the additional fee would be \$1,000.

### **Reserving Valuation Slot and Ten Percent Discount**

The increased work associated with GASB 74/75 is stretching actuarial resources system wide, so there is an increased demand for services. Again, we have been preparing for GASB 74/75 for years and we have enhanced our resources to meet the greatly expanded requirements. We are aware, however, that several OPEB actuaries have recently retired, which will squeeze actuarial resources even further. As if this wasn't enough, GASB 74/75 requires all public agencies to have valuations every two years rather than allowing those agencies with fewer than 200 participants to have triennial valuations. There are a very large number of public agencies in California (perhaps 2,000) qualifying for triennial valuations under GASB 43/45 that will now be compressed into a two year cycle.

The extreme increase in the amount of work plus the scarcity of actuarial resources requires us to schedule valuations more tightly than ever before. We are giving first priority to existing clients. We will accept new clients only if we have room in our schedule after accommodating our existing clients.

In order to confidently schedule existing clients, we are asking for commitments in advance of the valuation date. To reserve a place in our schedule, we are requiring a signed contract and non-refundable deposit of one-half of the full valuation fee by June 1, 2018. The deposit is non-refundable because of the preliminary work we do to streamline valuations, as well as to compensate for downtime of resources that could result from cancelled contracts. By reserving a spot, Ducor Union Elementary School District not only guarantees a valuation slot, but is given priority over every client that didn't reserve one. As an additional incentive to reserving early, we are giving a 10% discount of the full valuation fee (i.e. excluding the meeting fee and ADC funding valuation fee) – as well as of the roll-forward valuation fee – to those who reserve a spot by June 1, 2018. That means that, to reserve a spot, we must receive the signed contract and a check for \$1,260 – i.e. one-half of 90% of \$2,800 – by June 1, 2018. The following table shows the new fees under GASB 74/75:

|                                       | <u>Full GASB 74/75</u> | <u>GASB 74/75 w/ 10% Discount</u> |
|---------------------------------------|------------------------|-----------------------------------|
| Fee for Full Valuation                | \$2,800                | \$2,520                           |
| Roll-forward Valuation for 2nd        | \$1,400                | \$1,260                           |
| ADC Funding Valuation Fee* (optional) | \$1,000                | \$1,000                           |
| Meeting Fee* (optional)               | \$1,900                | \$1,900                           |

\*Not subject to 10% discount

### **Moving Forward**

If you choose *NOT* to reserve a spot, we still hope to work with you on the GASB 74/75 valuation, though it will be at the full fee quoted above. Please understand that, although we will make every effort to accommodate our existing clients, we cannot guarantee a slot for those who don't reserve one. Should you choose to proceed, attached is a one pager describing our information needs. Depending on your plan, we may need to request additional information.

Please let me know if you have any questions about the above or about retiree health benefits, in general. We would very much appreciate once again having the opportunity to work with Ducor Union Elementary School District.

Sincerely,



Geoffrey L. Kischuk, FSA, FCA, MAAA  
Consultant  
gkischuk@totcomp.com

encl.

## DATA NEEDED TO COMPLETE RETIREE HEALTH VALUATION:

### **BENEFIT DESCRIPTION DOCUMENTS**

To conduct a valuation, we need a full description of retiree health eligibility rules, extent of employer contributions, duration of coverage, etc. These are most commonly included in relevant sections of collective bargaining agreements, Board policies, etc. If you provide us with language from collective bargaining agreements, please also include a description of benefits provided to *non-bargained* employees (e.g. management, confidential, etc.)

### **DEMOGRAPHIC INFORMATION**

In addition, we need demographic information. Following are the data elements we need to perform the retiree health valuation. It is OK to send data for active employees and retirees separately *as long as the data is "as of" the same date*. If possible, the data should be sent via E-mail to [gkischuk@totcomp.com](mailto:gkischuk@totcomp.com), in a standard file format (e.g. ASCII text, Excel, DBF, Access, etc). We can arrange a secured transfer upon request. Please note that we recognize that all data is sensitive and confidential and we take steps to safeguard the privacy of that data.

#### Active Employees:

NOTE: Please include a record for all benefit eligible employees, whether they receive benefits or not; and whether they are eligible for retiree benefits or not. There is no need to include records for employees who are not eligible for health benefits as an active employee.

- SSN, Identification Number or other unique identifying information
- Date of Birth
- Sex
- Hire Date
- % FTE Indicator
- Employee Classification/Bargaining Unit
- Current rate of regular pay used to generate pension credits
- Frequency of above pay rate (e.g. hourly, monthly, annual, etc.)
- An indication of the medical plan and coverage level (i.e. employee only, employee + one, etc.)

#### Retired Employees:

NOTE: Please only include records for retirees who receive medical and/or dental benefits or indicate in the record whether and which benefits a retiree has. Retirees should be included even if they are intended to pay the entire cost of their benefits.

- SSN, Identification Number or other unique identifying information
- Date of Birth
- Sex
- Retirement Date (if available)
- Employee Classification/Bargaining Unit
- District Contributions for retiree health benefits or enrolled plan (if available)

### **MEDICAL COST INFORMATION**

If medical benefits are NOT provided through the CalPERS medical plan, please provide medical premium rates (including both employee and employer share) for active employees and also for retirees. If claim information is available, please provide the most recent 12 months of month by month claim data and month by month enrollment (by coverage type) for the most recent available 12 months. If there is an annual rate renewal calculation, please provide the most recent documentation.

### **MISCELLANEOUS**

If OPEB benefits are being funded through a trust, please provide the most recent trust asset statement.

## **TCS Actuarial Clients**

Following is a list of California public employers for which we have performed retiree health valuation services.

|   |   |
|---|---|
| Acalanes Union High School District                 | Casitas Municipal Water District              |
| Acton-Agua Dulce Unified School District            | Castro Valley Sanitary District               |
| Adelanto Elementary School District                 | Castroville Community Services District       |
| Alameda County Office of Education                  | Central Elementary School District            |
| Alameda County Waste Management Authority           | Central Union School District                 |
| Alisal Union School District                        | Ceres Unified School District                 |
| Allan Hancock Joint Community College District      | Cerritos Community College District           |
| Alpine Springs County Water District                | Chabot-Las Positas Community College District |
| Alta Loma School District                           | Chaffey Community College District            |
| Alvord Unified School District                      | Chatom Union School District                  |
| Amador County Office of Education                   | Chino Valley Unified School District          |
| Anderson Union High School District                 | Chualar Union School District                 |
| Antelope Valley College                             | Citrus Community College District             |
| Antelope Valley Mosquito & Vector Control District  | City College of San Francisco Bookstore       |
| Antelope Valley Union High School District          | City of Adelanto                              |
| Antelope Valley-East Kern Water Agency              | City of Aliso Viejo                           |
| Apple Valley Unified School District                | City of Arcata                                |
| Aptos - La Selva Fire Protection District           | City of Auburn                                |
| Arcadia Unified School District                     | City of Bell                                  |
| Arcohe Union Elementary School District             | City of Bellflower                            |
| Armona Union Elementary School District             | City of Buena Park                            |
| Associated Students of San Jose State University    | City of Capitola                              |
| Auburn Union Elementary School District             | City of Chino                                 |
| Baldy View Regional Occupation Program              | City of Chino Hills                           |
| Banning Unified School District                     | City of Colton                                |
| Banta Elementary School District                    | City of Covina                                |
| Barstow Community College District                  | City of Elk Grove                             |
| Bass Lake Joint Union Elementary School District    | City of Emeryville                            |
| Bassett Unified School District                     | City of Folsom                                |
| Bay Area Rapid Transit District                     | City of Garden Grove                          |
| Beach Cities Health District                        | City of Imperial Beach                        |
| Bear Valley Unified School District                 | City of Industry                              |
| Beaumont-Cherry Valley Recreation and Park District | City of Ione                                  |
| Belmont Redwood Shores School District              | City of Irwindale                             |
| Berkeley Unified School District                    | City of La Cañada Flintridge                  |
| Big Bear City Airport                               | City of La Palma                              |
| Big Bear City Community Services District           | City of La Puente                             |
| Blue Lake Union School District                     | City of Lafayette                             |
| Bonny Doon Union Elementary School District         | City of Laguna Woods                          |
| Butte-Glenn Community College District              | City of Lake Forest                           |
| Cabrillo College Foundation                         | City of Lakeport                              |
| Cabrillo Community College District                 | City of Lawndale                              |
| Cachuma Operations and Maintenance Board            | City of Loma Linda                            |
| Calistoga Joint Unified School District             | City of Los Alamitos                          |
| Camarillo Health Care District                      | City of Los Banos                             |
| Carmel Unified School District                      | City of Manhattan Beach                       |
| Carmichael Water District                           | City of Meniffee                              |
| Cascade Union Elementary School District            | City of Mission Viejo                         |

City of Morro Bay  
City of Norwalk  
City of Oakdale  
City of Porterville  
City of Rancho Mirage  
City of Rolling Hills  
City of San Clemente  
City of San Pablo  
City of Scotts Valley  
City of Seal Beach  
City of Signal Hill  
City of Simi Valley -- General Unit  
City of Solvang  
City of Stanton  
Claremont Unified School District  
Cloverdale Unified School District  
Coachella Valley Mosquito and Vector Control District  
Coachella Valley Unified School District  
Coalinga Huron Joint Unified School District  
Coast Community College District  
Coastline Regional Occupational Program  
Coastside County Water District  
Coastside Fire Protection District  
College and Career Advantage  
College of Marin  
College of the Desert  
College of the Redwoods  
College of the Sequoias  
College of the Siskiyous  
Columbia Elementary School District  
Colusa County Office of Education  
Compton Community College District  
Compton Creek Mosquito Abatement District  
Conrad Hilton Foundation  
Contra Costa Community College District  
Contra Costa County Office of Education  
Corcoran Joint Unified School District  
Corona-Norco Unified School District  
Cotati-Rohnert Park Unified School District  
Cottonwood Fire Protection District  
Cottonwood Union School District  
Crestline Sanitation District  
Cuesta College  
Culver City Unified School District  
Cutten Elementary School District  
Cypress Charter High School  
Cypress School District  
Davis Joint Unified School District  
Del Norte County Schools  
Del Paso Manor Water District  
Denair Unified School District

Desert Center Unified School District  
Desert Health Care District  
Desert Sands Unified School District  
Diocese of San Bernardino  
Dixon Unified School District  
Dos Palos Oro Loma Joint Unified School District  
Downey Unified School District  
Duarte Unified School District  
El Camino Community College District  
El Dorado Hills County Water District  
El Dorado Irrigation District  
El Dorado Union High School District  
El Rancho Unified School District  
El Segundo Unified School District  
Elk Grove Benefit Employee Retirement Trust  
Elk Grove Unified School District  
Emery Unified School District  
Escalon Unified School District  
Etiwanda School District  
Eureka City Schools  
Fairfax Elementary School District  
Fairfield-Suisun Sewer District  
Fall River Joint Unified School District  
Feather River Community College District  
Ferndale Unified School District  
First 5 San Benito  
Folsom-Cordova Unified School District  
Fontana Unified School District  
Foothill-DeAnza Community College District  
Fortuna Union High School District  
Fountain Valley Elementary School District  
Fowler Unified School District  
Franklin Elementary School District  
Fremont Union High School District  
Freshwater School District  
Fruitvale Elementary School District  
Fullerton Joint Union High School District  
Galt Joint Union Elementary School District  
Garfield School District  
Glendale Community College District  
Glenn County Office of Education  
Gold Coast Transit  
Gold Oak Union Elementary School District  
Goleta Water District  
Goleta West Sanitary District  
Greater Anaheim Special Education Local Plan Area  
Grossmont-Cuyamaca Community College District  
Guerneville Elementary School District  
Hacienda La Puente Unified School District  
Happy Valley Union Elementary School District  
Hart Ransom Academic Charter School

Hart Ransom Union Elementary School District  
Hartnell Community College District  
Hayward Unified School District  
Healdsburg Unified School District  
Hemet Unified School District  
Hillsborough City School District  
Housing Authority of the City of Los Angeles  
Housing Authority of the County of San Joaquin  
Hughson Unified School District  
Humboldt Bay Harbor Recreation and Conservation  
District  
Humboldt County Office of Education  
Humboldt State University Center  
Humboldt Transit Authority  
Huntington Beach City Elementary School District  
Idyllwild Fire Protection District  
Igo-Ono-Platina Union School District  
Imperial Community College District  
Indian Wells Valley Water District  
Ironhouse Sanitary District  
Jacoby Creek School District  
Jefferson School District  
Jefferson Union High School District  
Kensington Police Protection & Community Services  
District  
Kerman Unified School District  
Kern Community College District  
Kern Council of Governments  
Kern County Law Library  
Kernville Union School District  
Kings County Office of Education  
Kings River Union Elementary School District  
Kings River-Hardwick Union School District  
Kingsburg Elementary Charter School District  
Kit Carson Union Elementary School District  
Klamath-Trinity Joint Unified School District  
Knights Ferry Elementary School District  
La Habra City School District  
Lafayette School District  
Laguna Beach Unified School District  
Lake Tahoe Community College District  
Lakeside Fire Protection District  
Lakeside Union Elementary School District  
Lancaster School District  
Las Lomitas School District  
Las Virgenes Municipal Water District  
Lassen Community College District  
Lassen County Office of Education  
Lassen Municipal Utility District  
Lassen Union High School District  
Laton Unified School District

Le Grand Union Elementary School District  
Lemoore Union Elementary School District  
Lemoore Union High School District  
Liberty Union High School District  
Live Oak School District  
Live Oak Unified School District  
Livermore/Amador Valley Transit Authority  
Lodi Unified School District  
Loleta Union Elementary School District  
Long Beach City College  
Loomis Union School District  
Los Alamitos Unified School District  
Los Angeles County Law Library  
Los Angeles County West Vector & Vector-Borne  
Disease Control District  
Los Gatos-Saratoga Joint Union High School District  
Luther Burbank Elementary School District  
Magnolia School District  
Mammoth Unified School District  
March Joint Powers Authority  
Marin County Office of Education  
Mark West Union School District  
Martinez Unified School District  
Marysville Joint Unified School District  
McKinleyville Community Services District  
McKinleyville Union School District  
Meeks Bay Fire Protection District  
Mendocino-Lake Community College  
Menlo Park City School District  
Merced Community College District  
Merced County Office of Education  
Merced Union High School District  
Mid-Placer Public Schools Transportation Agency  
Midway City Sanitary District  
Millbrae School District  
Mission Union School District  
Mission Valley ROP  
Mono County Office of Education  
Montecito Sanitary District  
Montecito Water District  
Monterey Peninsula Community College District  
Monterey Peninsula Regional Park District  
Monterey Peninsula Unified School District  
Moraga School District  
Moreland School District  
Morongo Unified School District  
Mosquito & Vector Management District of Santa  
Barbara County  
Mount San Antonio Community College District  
Mount San Antonio Community College District  
Auxiliary

Mount Shasta Union School District  
Mountain View Elementary School District  
Mountain View Los Altos Union High School District  
Mt. San Jacinto Community College District  
Municipalities, Colleges and Schools Insurance Group  
Murrieta Valley Unified School District  
Napa County Office of Education  
Napa Sanitation District  
Natomas Unified School District  
Nevada Joint Union High School District  
New Hope Elementary School District  
New Jerusalem Elementary School District  
Newman Crows Landing Unified School District  
North County Fire Protection District of San Diego  
County  
North Monterey County Unified School District  
North of the River Municipal Water District  
North Orange County Community College District  
North Orange County Regional Occupational Program  
North Tahoe Fire Protection District  
Northwest Mosquito and Vector Control District  
Norwalk La Mirada Unified School District  
Novato Unified School District  
Oakdale Joint Unified School District  
Oakley Union Elementary School District  
Ocean View School District  
Oceanside Unified School District  
Ohlone Community College District  
Ojai Valley Sanitary District  
Old Adobe Union School District  
Ontario Montclair School District Board of Trustees  
Orange Center School District  
Orange County Superintendent of Schools  
Orange Unified School District  
Orcutt Academy Charter  
Orcutt Union School District  
Oxnard School District  
Pacheco Union School District  
Pacific Grove Unified School District  
Pacific Union School District  
Pacifica School District  
Pajaro Valley Public Cemetery District  
Pajaro Valley Unified School District  
Palm Springs Unified School District  
Palo Verde Community College District  
Palo Verde Unified School District  
Palomar Community College District  
Paradise Elementary School District  
Paradise Irrigation District  
Pasadena Area Community College District  
Patterson Joint Unified School District

Peralta Community College District  
Perris Elementary School District  
Pico Water District  
Piedmont Unified School District  
Pioneer Union School District  
Placer County Office of Education  
Placer County Transportation Planning Agency  
Placer Hills Union School District  
Planada Elementary School District  
Pleasant Valley School District  
Plumas County Community Development Commission  
Port of Hueneme - Oxnard Harbor District  
Processing Tomato Advisory Board  
PSA2 Area Agency on Aging  
Public Employees Union, Local 1  
Rancho Santiago Community College District  
Ravenswood City Elementary School District  
Reclamation District No. 1000  
Reclamation District No. 900  
Redlands Unified School District  
Reef-Sunset Unified School District  
Rescue Fire Protection District  
Rim of the World Unified School District  
Rincon del Diablo Municipal Water District  
Rincon Valley Union School District  
Rio Dell Elementary School District  
Rio Hondo Community College District  
Ripon Unified School District  
River Delta Unified School District  
River Springs Charter School  
Riverbank Unified School District  
Riverdale Joint Unified School District  
Riverside Transit Agency  
Roberts Ferry Elementary School District  
Robla School District  
Rocklin Unified School District  
Rodeo-Hercules Fire District  
Romoland School District  
Rosedale Union School District  
Roseland Elementary School District  
Roseville City School District  
Roseville Public Cemetery District  
Rowland Unified School District  
Sacramento Area Council of Governments  
Sacramento Suburban Water District  
Saddleback Valley Unified School District  
Salinas City Elementary School District  
Salinas Union High School District  
San Andreas Sanitary District  
San Benito County Office of Education  
San Benito County Water District



San Bernardino City Unified School District  
 San Bernardino Community College District  
 San Bernardino County Superintendent of Schools  
 San Bruno Park School District  
 San Carlos School District  
 San Francisco Community College District  
 San Francisco Unified School District  
 San Gabriel Valley Mosquito & Vector Control District  
 San Gabriel Valley Municipal Water District  
 San Jacinto Unified School District  
 San Joaquin County Office of Education  
 San Joaquin Delta Community College District  
 San Juan Water District  
 San Lorenzo Unified School District  
 San Lorenzo Valley Unified School District  
 San Mateo County Community College District  
 San Mateo County Office of Education  
 San Mateo Union High School District  
 Santa Ana Unified School District  
 Santa Barbara Community College District  
 Santa Barbara County Association of Governments  
 Santa Barbara Teachers Federal Credit Union  
 Santa Clarita Community College District  
 Santa Cruz County Office of Education  
 Santa Maria Public Airport District  
 Santa Monica Community College District  
 Santa Rita Union School District  
 Savanna Elementary School District  
 Scotia Union Elementary School District  
 Scotts Valley Fire Protection District  
 Selma Kingsburg Fowler County Sanitation District  
 Sequoia Union High School District  
 Shasta County Office of Education  
 Shasta Regional Transportation Agency  
 Shasta Tehama Trinity Joint Community College District  
 Shasta Union Elementary School District  
 Shasta Union High School District  
 Shasta Union High School District Charter Schools  
 Sierra Joint Community College District  
 Sierra Lakes County Water District  
 Sierra Unified School District  
 Silicon Valley Clean Water  
 Silver Valley Unified School District  
 Simi Valley Unified School District  
 Siskiyou County Office of Education  
 Siskiyou Union High School District  
 Solano County Community College District  
 Solano County Office of Education  
 Soledad Unified School District  
 Sonoma Valley Unified School District  
 South Bay Union School District

South County Support Services Agency  
 South Fork Union School District  
 South Monterey County High School District  
 South San Francisco Unified School District  
 South San Luis Obispo County Sanitation District  
 Southern California Library Cooperative  
 Southern Humboldt Joint Unified School District  
 Southern Trinity Joint Unified School District  
 Southwest Transportation Agency  
 Southwestern Community College District  
 Squaw Valley Public Service District  
 Stanislaus County Office of Education  
 Stanislaus Union School District  
 Stege Sanitary District  
 Stellar Charter School  
 Stockton Unified School District  
 Successor Agency to the Redevelopment Agency of the  
     City and County of San Francisco dba San Francisco  
     Office of Community Investment and Infrastructure  
     (OCII)  
 Sunnyside Union Elementary School District  
 Susanville School District  
 Sutter County Office of Education  
 Sweetwater Authority  
 Taft City School District  
 Tahoe-Truckee Sanitation Agency  
 Tahoe-Truckee Unified School District  
 TCS Miscellaneous  
 Temple City Unified School District  
 Town of Ross  
 Tracy Joint Unified School District  
 Trinidad Union School District  
 Trinity Alps Unified School District  
 Truckee Donner Public Utility District  
 Truckee Fire Protection District  
 Truckee Sanitary District  
 Trust for Retirees of Associated California Schools  
 Turlock Unified School District  
 Tustin Unified School District  
 United Water Conservation District  
 Upper San Gabriel Valley Municipal Water District  
 Val Verde Unified School District  
 Valley County Water District  
 Valley Home Joint School District  
 Valley Sanitary District  
 Ventura County Community College District  
 Ventura County Office of Education  
 Victor Elementary School District  
 Victor Valley Community College District  
 Victor Valley Union High School District  
 Victor Valley Wastewater Reclamation Authority

Walnut Creek School District  
Washington Unified School District  
Washington Union School District  
Weed Union Elementary School District  
West Contra Costa Transportation Advisory Committee  
West Hills Community College District  
West Kern Community College District  
West Sonoma County Union High School District  
West Valley Mission Community College District  
Western Placer Unified School District  
Wheatland School District  
Wheatland Union High School District  
Williams Unified School District  
Winters Joint Unified School District  
Winton School District  
Woodland Joint Unified School District  
Woodside Elementary School District  
Yolo County Office of Education  
Yorba Linda Water District  
Yosemite Community College District  
Yreka Union Elementary School District  
Yreka Union High School District  
Yuba Community College District  
Yuba County Office of Education  
Yucaipa-Calimesa Unified School District

**AGREEMENT FOR BOND AND DISCLOSURE COUNSEL SERVICES  
BY AND BETWEEN  
DUCOR UNION ELEMENTARY SCHOOL DISTRICT  
AND  
LOZANO SMITH, LLP**

---

**PREAMBLE**

**THIS AGREEMENT** is entered into effective as of April 20, 2018, by and between the DUCOR UNION ELEMENTARY SCHOOL DISTRICT (the "District") and the attorney firm of LOZANO SMITH, LLP ("Lozano Smith").

**RECITALS**

**WHEREAS**, the District intends to (i) ask its voters to approve the issuance and sale of general obligation bonds (the "Bonds") and (ii), should the Bonds be approved by the voters, issue and sell the Bonds in one or more series and from time to time to finance certain capital facilities projects; and

**WHEREAS**, the District requires the services of bond counsel and disclosure counsel for such purposes; and

**WHEREAS**, Lozano Smith, through certain of its partners and other attorneys, is qualified to serve as bond counsel and disclosure counsel for the District, having the expertise, experience in similar financings, service delivery capabilities, and other indicators, including being listed as nationally recognized bond counsel in the Bond Buyer's Municipal Marketplace (commonly referred to as the "Red book") and having membership in the National Association of Bond Lawyers; and

**WHEREAS**, Lozano Smith's attorneys have previously served as bond counsel and disclosure counsel for a number of public school districts; and

**WHEREAS**, Lozano Smith's attorneys have previously provided other legal counsel services to the District and are familiar with its needs; and

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**Section 1. Duties as Bond Counsel.** Lozano Smith, as Bond Counsel, shall do, carry out, and perform all of the following legal services as are necessary for the issuance of the Bonds:

- (a) Prepare for the District resolutions and other documents as are necessary for the issuance and sale of the Bonds. This includes consulting with the District regarding the financing and preparing and/or reviewing other documents as are necessary for the issuance and sale of the Bonds.

(b) Consult with the District and its staff, the County, its County Counsel, and the District's financial advisor and/or underwriter (and its counsel, if any) concerning the Bonds and the timing, terms and structure of the offering thereof.

(c) Prepare proceedings and closing documents, including customary opinions of Bond Counsel, for the issuance of, and tax status of interest on, the Bonds, including all resolutions necessary for the issuance of the Bonds setting forth terms and conditions of all Bonds and their form, date, denominations and maturity, and preparation of the proceedings for the sale of the Bonds.

(d) If requested, attend meetings of the Governing Board of the District regarding the issuance and sale of the Bonds.

(e) Prepare the Bond certificates; prepare final closing papers, including a tax certificate of the District; organize and conduct the Bond closing and render customary final and supplemental legal opinions at the time of delivery of and receipt for payment of the Bonds.

**Section 2. Duties as Disclosure Counsel.** Lozano Smith, as Disclosure Counsel, shall do, carry out, and perform all of the following legal services as are necessary for the issuance of the Bonds:

(a) Assist the District with the preparation and review of the preliminary and the final Official Statement and attend any meetings in connection with such preparation or review, if so requested;

(b) If the Bonds are sold by a negotiated sale, prepare and review the bond purchase contract between the District and the underwriter of the Bonds; or, if the Bonds are sold by a competitive sale, prepare and review a Notice of Sale and related documents, including winning bid information;

(c) Prepare and review the continuing disclosure agreement and certificates of the District in connection with the issuance of the Bonds;

(d) Subject to satisfactory completion of our review, provide to the District our written observation, consistent with S.E.C. Rule 10b-5, to the effect that, in the course of our participation, no information has come to our attention which leads us to believe that the Official Statement, as of its date (except for the financial statements, other statistical data, feasibility reports and statements of trends and forecasts, and information concerning any credit enhancer (e.g., bond insurer), and DTC contained in the Official Statement and its appendices, as to which we will express no view), contains any untrue statement of material fact or omits to state any material fact necessary to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading.

**Section 3. Duties as District Counsel.** Lozano Smith, as District Counsel, shall do, carry out, and perform all of the legal review of documents and proceedings as is necessary for the delivery of a customary opinion of District Counsel passing upon due adoption of the bond resolution, valid formation and status of the District, enforceability of certain District documents, certain litigation matters and, if requested by financing parties, such other matters as are customarily passed upon by District Counsel in order to effectuate the closing for the Bonds.

**Section 4. Pre-Election Services.** The services under this Section 4 shall be referred to as "Pre-Election Services, and shall be subject to separate fees and rates, pursuant to 6(d) below. Lozano Smith shall do, carry out, and perform all of the following legal services as are necessary for the District to submit to the electorate a bond proposition pursuant to the California Education Code, Government Code, Elections Code and other relevant law relating to the issuance and sale of general obligation bonds: Prepare for the District the resolution, known as the Specification of Election Order Resolution. This includes consulting with the District and its other advisors and consultants regarding the bond proposition, the project lists, the wording of the abbreviated and full versions of the ballot measure, argument in favor of the bonds, preparation and/or review of the tax rate statement, and preparation and/or review of other documents as are necessary to submit the bond proposition to the electorate.

**Section 5. Excluded Services.** Unless otherwise agreed upon in writing, Lozano Smith will not be responsible for: (i) preparing or reviewing any advice concerning the registration requirements, if any, of federal and state securities laws ("Blue Sky Laws") for sale of the Bonds in various jurisdictions; (ii) representing the District in any litigation proceedings challenging the validity of the bond election or Bonds or any proceedings taken in connection therewith, without separate agreement between the District and Lozano Smith; (iii) monitoring or assuring compliance with the rebate requirements applicable under federal tax law to the Bonds, other than to render advice as to the legal interpretation of such requirements as set forth in the Resolution or Indenture relating to the Bonds; or (iv) advising or providing services to the District with respect to legal requirements applicable to the acquisition of real property and/or construction of the improvements to be financed from the proceeds of the Bonds and matters related to the California Environmental Quality Act, school site suitability requirements and findings, and the like, which advice and services shall be provided under the current hourly contract with the District, if so requested by the District.

**Section 6. Compensation.** For Bond Counsel, Disclosure Counsel, and District Counsel services hereunder, the District will pay Lozano Smith as follows:

- (a) For Bond Counsel services in connection with the issuance of each series of Bonds, a flat fee of \$27,000, not including out-of-pocket expenses which shall not exceed \$2,000, and not including travel expenses for trips outside of California (which shall be undertaken only at the specific request of the District).
- (b) For Disclosure Counsel services in connection with the issuance of each series of Bonds, a flat fee of \$15,000, inclusive of costs.

(c) For District Counsel services in connection with the issuance of each series of Bonds, a flat fee of \$2,000, inclusive of costs.

(d) for Pre-Election Services hereunder, the District agrees to be pay for such Pre-Election Services at hourly rates, as set forth in the attached rate schedule.

(e) The Parties acknowledge that these fees assume the transactions will be handled without an extraordinary number of Board meetings (i.e., more than three) or document distributions (i.e., more than four), and that if this assumption is not realized for any issue of Bonds, then Lozano Smith will be entitled to additional compensation with respect to that issue of Bonds, in an amount to be determined by agreement of the Parties.

(f) **Payment of fees and costs to Lozano Smith under Section 6(a)-(c) above shall be due only upon the closing of each issue of Bonds and the delivery of the proceeds thereof to the District and may be paid from proceeds of the Bonds or other identified funds of the District. Payment for Pre-Election Services under Section 6(d) above shall be due and payable as billed.**

**Section 7. Responsibilities of the District.** The District shall cooperate with Lozano Smith and shall furnish them with certified copies of all proceedings taken by the District, or other documents deemed necessary by Lozano Smith to render an opinion upon the validity of such proceedings. All costs and expenses incurred incidental to the actual issuance and delivery of Bonds, including the cost and expense of preparing certified copies of proceedings required by Lozano Smith in connection with the issuance of the Bonds, the cost of preparing the Bonds for execution and delivery, all printing costs and publication costs, and any other expenses incurred in connection with the issuance of Bonds, shall be paid from Bond proceeds or other identified funds of the District.

**Section 8. Communications.** In addition to regular telephone, mail and other common business communication methods, the District authorizes Lozano Smith to use facsimile transmissions, cellular telephone calls and unencrypted email, and other computer transmissions (including web-hosting of documents) in communicating with the District and other members of financing team for the Bonds. Unless otherwise instructed by the District, any such communications may include confidential information.

**Section 9. Discharge or withdrawal of services.** The District may discharge Lozano Smith at any time by written notice. Unless otherwise agreed, and except as required by law, Lozano Smith will provide no further services hereunder after receipt of such notice. Lozano Smith may withdraw its services hereunder with the District's consent or as allowed or required by law, upon ten (10) days written notice. Upon discharge or withdrawal, Lozano Smith shall transition all outstanding legal work and services to others as the District shall direct.

\* \* \* \* \*

IN WITNESS WHEREOF, the District and Lozano Smith have executed this Agreement as of the date first above written.


**DISTRICT:**

DUCOR UNION ELEMENTARY  
SCHOOL DISTRICT

By: \_\_\_\_\_  
Isidro Rodriguez,  
Superintendent

**ATTORNEYS:**

LOZANO SMITH, LLP

  
By: \_\_\_\_\_  
Karen M. Rezendes,  
Managing Partner

## RE: Ducor Union SD - Request for Lozano Service Agreement

Daniel Maruccia <DMaruccia@lozanosmith.com>

Thu 4/26/2018 4:08 PM

To: Isidro Rodriguez <irodriguez@ducorschool.com>;

Cc: Kip Pinette <kpinette@lozanosmith.com>; 'Miguel Rodriguez' <rodriguez@pfm.com>;

2 attachments

Timetable for November 2018 GO Bond Election (SC101788xAAE13).doc; Permissible Political Activities related to a Bond Measure Election (SC1....doc;

Isidro,

Thank you for your time today. We are excited to serve the District in its first bond measure.

Attached are a couple of items we discussed. Each should serve as a handy reference for you as we move forward. They are:

- Prop. 39 bond election timetable. Note that if the District uses the traditional authority (2/3 vote), we will update the timetable.
- Permissible Political Activities memo, together with "Dos and Don'ts"

Thank you,

Dan

**Daniel Maruccia**

Attorney at Law

T: 916.329.7433 | F:

916.329.9050

One Capitol Mall, Suite 640

Sacramento, CA 95814

[lozanosmith.com](http://lozanosmith.com)

[Email](#) | [Attorney Bio](#) | [Vcard](#)

**CONFIDENTIALITY NOTICE:** This electronic mail transmission may contain privileged and/or confidential information only for use by the intended recipients. Unless you are the addressee (or authorized to receive messages for the addressee), you may not use, copy, disclose, or distribute this message (or any information contained in or attached to it) to anyone. You may be subject to civil action and/or criminal penalties for violation of this restriction. If you received this transmission in error, please notify the sender by reply e-mail or by telephone at (800) 445-9430 and delete the transmission. Thank you.

**From:** Daniel Maruccia

**Sent:** Friday, April 20, 2018 4:59 PM

**To:** Isidro Rodriguez



2.8

**AGREEMENT FOR BOND AND DISCLOSURE COUNSEL SERVICES  
BY AND BETWEEN  
DUCOR UNION ELEMENTARY SCHOOL DISTRICT  
AND  
LOZANO SMITH, LLP**

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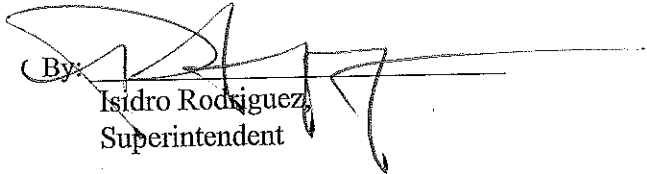
**Section 9. Discharge or withdrawal of services.** The District may discharge Lozano Smith at any time by written notice. Unless otherwise agreed, and except as required by law, Lozano Smith will provide no further services hereunder after receipt of such notice. Lozano Smith may withdraw its services hereunder with the District's consent or as allowed or required by law, upon ten (10) days written notice. Upon discharge or withdrawal, Lozano Smith shall transition all outstanding legal work and services to others as the District shall direct.

\* \* \* \* \*

IN WITNESS WHEREOF, the District and Lozano Smith have executed this Agreement as of the date first above written.

**DISTRICT:**

DUCOR UNION ELEMENTARY  
SCHOOL DISTRICT

By:   
Isidro Rodriguez  
Superintendent

**ATTORNEYS:**

LOZANO SMITH, LLP



By: \_\_\_\_\_  
Karen M. Rezendes,  
Managing Partner



PROFESSIONAL RATE SCHEDULE  
FOR PRE ELECTION SERVICES FOR  
DUCOR UNION SCHOOL DISTRICT  
(Effective April 20, 2018)

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

|                       |                 |
|-----------------------|-----------------|
| All Attorneys         | \$ 235 per hour |
| Paralegal / Law Clerk | \$ 135 per hour |

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be pro-rated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

|   |                   |
|---|-------------------|
| In-office copying/electronic communication printing | \$ 0.25 per page  |
| Facsimile   | \$ 0.25 per page  |
| Postage   | Actual Usage      |
| Mileage   | IRS Standard Rate |

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

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**DUCOR UNION ELEMENTARY SCHOOL DISTRICT**  
**2018 TIMETABLE FOR**  
**PROPOSITION 39 GENERAL OBLIGATION BONDS**

---

**November 6, 2018 Election<sup>1</sup>**

Required Actions by Governing Board, County Elections Official, County Assessor,  
and County Board of Supervisors

**ELECTION ACTION ITEMS**

**1. Establish Definitive List of Projects**

Deadlines:           **August 8, 2018 for November 6, 2018 election.**

Responsible Party:   Governing Board

Description:       Under Proposition 39, the Governing Board must establish a definitive list of Projects to be funded, in whole or in part, from the bond proceeds. The Project list must be included in the Resolution calling the election (see Item #2 below) and will appear in the sample ballot sent to all registered voters within the District.

Proposition 39 provides that the proceeds from general obligation bonds sold pursuant to a 55% voter approval may be used only for the “construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities” and not for any other purpose, including teacher and administrator salaries and other school operating expenses. In addition to a list of the specific school facilities projects to be funded, the bond measure must include certification that the Governing Board has evaluated safety, class size reduction, and information technology needs in developing the Project list.

Reference:           Ed. Code, § 15272; Cal. Const., Art. XIII A, § 1 (B)(3).

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<sup>1</sup> Prop 39 (55%) general obligation bond elections can only be held in conjunction with a Statewide regular or special election, or a regularly-scheduled local election at which all of the District’s voters are already entitled to vote, per Ed Code §15266(b). In 2018, the Regular Statewide elections will be June 5, and November 6, per Elections Code §1000, 1001 (i.e., the first Tuesday after the first Monday in each of June and November). Tax matters pertaining to the particular structure of bonds, including those issued pursuant to Proposition 39, such as hedge bond rules, private use limitations, and arbitrage requirements, among others, are outside the scope of this outline.

2018 TIMETABLE FOR  
PROPOSITION 39 GENERAL OBLIGATION BONDS

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**2. Obtain County Assessor's Projections of Assessed Valuations of Property Within the District**

Deadlines: **June 1, 2018 for November 6, 2018 election.**

Responsible Party: Governing Board, County Assessor, Financial Advisor

Description: Prior to the District ordering an election, the Governing Board must obtain reasonable and informed projections of assessed property valuations that take into consideration projections of assessed property valuations made by the County Assessor. While the deadline shown above is not a statutory deadline, it is intended as a "best practice" in order to give the Financial Advisor and the County Assessor's office at least 60 days prior to adopting a resolution ordering and specifying the bond election (see Item #3, below) to prepare or provide projections that incorporate the County Assessor's assessed property value projections.

Reference: Ed. Code, § 15100, subd. (c); Ed. Code § 15266, subd. (b).

**3. Order and Specifications of Calling Bond Election**

Deadlines: **August 8, 2018 for November 6, 2018 election.**

Responsible Party: Governing Board and County Elections Official.

Description: The Governing Board may call an election to issue bonds for authorized purposes.

The Governing Board sends a Resolution known as the "specifications of the election order" to the County Elections Official at least 90 days<sup>2</sup> prior to the election. The Resolution must state the date and purpose of the election and the authority for the order and specifications of the election. For Proposition 39 bonds, the Resolution must also specify the facilities to be financed with the bond proceeds and must be adopted by at least a 2/3 majority of the Governing Board (The County Elections Official must receive the Resolution by this date or the District will forfeit the opportunity to call the election until the next eligible election date.)

Reference: Ed. Code, §§ 5322, 15100, 15266; Cal. Const., Art. XIII A.

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<sup>2</sup> Although California Education Code Section 5322 provides that a resolution known as the "Specifications of Elections Order" shall be delivered to the county superintendent of schools and the officer conducting the election at least 88 days prior to the date of the election, some counties interpret Education Code Section 5362 as requiring 90 days prior to the date of election in order for the county superintendent to publish notice of the election. Due to the ambiguity of whether Section 5362 applies only to board member elections, we recommend the conservative approach and allow for 90 days.



2018 TIMETABLE FOR  
PROPOSITION 39 GENERAL OBLIGATION BONDS

---

**4. Consolidating an Election**

Deadlines: **August 8, 2018 for November 6, 2018 election.**

Responsible Party: Governing Board, County Elections Official, and County Board of Supervisors.

Description: The election must be consolidated with any statewide election, and may be consolidated with any local election, scheduled for the same day.

For consolidation with another election, the Governing Board must adopt a Resolution requesting consolidation at the same meeting where the order calling the election is passed, and file a copy of the consolidation resolution (which must contain the language of the ballot proposition), with the County Elections Official and County Board of Supervisors. This Resolution is usually combined with the "specifications of the election order" resolution (item # 2 above).

Reference: Elec. Code, § 10400 *et seq.*; Ed. Code, §§ 5342 and 15121.

**5. Declaring Intention to Reimburse District Costs**

Deadline: **Up to 60 days after payment of costs to be reimbursed.**

Responsible Party: Governing Board

Description: Federal tax regulations allow the District to reimburse itself, from tax-exempt bond proceeds, for certain project-related costs it has paid in advance of the bond issue. The Governing Board adopts a Resolution declaring its intention to make such reimbursements.

Reference: Int. Rev. Code of 1986, § 150; Treas. Regs., § 1.150-2.

**6. Filing Ballot Arguments and Rebuttals**

Deadline: **The County Elections Official sets this deadline.**  
Arguments for and against cannot exceed 300 words.  
Rebuttals are limited to 250 words.

Responsible Party: County Elections Official and Governing Board.

Description: The County Elections Official sets a reasonable time for submission of ballot arguments and publishes a notice of the deadlines. The Governing Board may file an argument in support of the ballot measure if it desires. Arguments must be in the prescribed format, and must be chosen pursuant to prescribed preferences. The County Elections Official must mail a copy of each ballot argument to the authors

2018 TIMETABLE FOR  
PROPOSITION 39 GENERAL OBLIGATION BONDS

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of the contrary argument. The deadline for rebuttals is ten days after the deadline for filing direct arguments.

Reference: Elec. Code, §§ 9501 - 9506.

**7. County Counsel's Impartial Analysis of Ballot Measure**

Deadline: **Set by County Elections Official.**

Responsible Party: Bond Counsel/County Counsel.

Description: The County Elections Official must send a copy of the proposed bond issue to the County Counsel, who then prepares a 500-word or less impartial analysis of the measure to be printed in the ballot pamphlet preceding the ballot arguments. Bond Counsel usually prepares a draft for the County Counsel's use.

Reference: Elec. Code, § 9500.

**8. Tax Rate Statement**

Deadlines: **August 8, 2018 for November 6, 2018 election.**

Responsible Party: Financial Advisor or Underwriter.

Reference: See Section 9 below.

**9. Period of Public Examination**

Deadline: **Depends on printing time**

Responsible Party: County Elections Official.

Description: At least ten calendar days before the election materials (i.e., sample ballot, ballot arguments, etc.) are to be printed, copies of all such materials must be made available for public inspection in the County Elections Official's offices. During such period, any voter in the district may seek a writ of mandate or an injunction to have election materials amended or deleted.

Reference: Elec. Code, § 9509.

2018 TIMETABLE FOR  
PROPOSITION 39 GENERAL OBLIGATION BONDS

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**10. Mail Sample Ballot and Voter Pamphlet, Including Tax Rate Statement**

**Deadline:** Not more than 40 or less than 21 days before election.

**Responsible Party:** County Elections Official and County and District staff.

**Description:** The County Elections Official must mail to each registered voter: a sample ballot, a tax rate statement, a notice card describing the polling place and time of the election, an application for an absentee ballot, and a notice of the voter's right to an absentee ballot.

The tax rate statement must include the best estimate from official sources of all of the following:

- (1) The tax rate (per \$100 of assessed valuation on all property to be taxed) needed to fund the bonds for the fiscal year following the initial sale of bonds;
- (2) The tax levy needed to fund the bonds for the fiscal year following the final sale of bonds if the bonds are sold in series and an estimate of the year in which that rate will apply; and
- (3) The highest tax rate needed to fund the bonds and the fiscal year(s) in which that rate is expected to occur.
- (4) The total debt service, including principal and interest, that would be required to be repaid if all the bonds are issued and sold.

The statement may also describe any intent to use revenues other than *ad valorem* taxes to fund the bonds and the effect such a policy would have on the tax rate(s) expected to be levied.

**Reference:** Ed. Code, §§ 15122-15123; Elec. Code, §§ 3006, 9400-9405, and 13303.

**11. Certification of Election Results**

**Deadline:** Following the election.

**Responsible Party:** Governing Board

**Description:** If 55% of the votes cast are in favor of the bond issue, then the Governing Board certifies all election proceedings to the County Board of Supervisors. The County Superintendent of Schools must send a copy of the certificate of election results to the Board of Supervisors.

2018 TIMETABLE FOR  
PROPOSITION 39 GENERAL OBLIGATION BONDS

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Reference: Ed. Code, § 15124.

**12. Report to County Superintendent**

Deadline: **July 30 of each fiscal year.**

Responsible Party: Governing Board

Description: The Governing Board is to submit to the County Superintendent a report concerning each bond election, containing:

- (1) The total amount of the bond issues;
- (2) The percentage of registered voters that voted at the election; and
- (3) The results of the election, with the percentage of votes cast for and against the measure.

Reference: Ed. Code, § 15111.

2018 TIMETABLE FOR  
PROPOSITION 39 GENERAL OBLIGATION BONDS

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**BOND ISSUANCE ACTION ITEMS <sup>3</sup>**

**1. Governing Board Resolution**

**Deadline:** After successful election and prior to bond sale.

**Responsible Party:** Governing Board

**Description:** The Governing Board initiates bond sale proceedings by adopting a resolution prescribing the total amount of bonds to be sold and their structure, the maximum acceptable interest rate (not to exceed 8% if issued under the Education Code or 12% if issued under the Government Code), the call provisions of the bonds; and the maturities and sinking fund payments (maximum maturity of (i) 25 years if issued under the Education Code or (ii) 40 years if issued under the Government Code, so long as the bonds are not capital appreciation bonds ("CABs")). CABs are limited in maturity to 25 years. The Governing Board shall also fix the form of the bonds, optional call provisions, and the method of giving notices of redemption. Education Code § 15146 requires the Board to specify in the resolution the method of selling the bonds (i.e., whether by competitive or negotiated sale), the reasons for its selection of that method, the estimated costs of bond issuance, and the identity of bond counsel, underwriters, and financial advisors for the bond issue. If the bonds are CABs, or current interest bonds that have a maturity greater than 30 years ("long-term CIBs"), public disclosure is required giving detailed information about any proposed use of CABs or long-term CIBs and the Board resolution approving the sale of CABs or long-term CIBs must be presented to the Board on two consecutive meeting agendas (the first such meeting being informational only). The bonds must be in registered form. A copy of the Resolution must be sent to the County Auditor-Controller.

**Debt Limit:** For a non-unified school district, total bonds outstanding at any time may not exceed 1.25% of the taxable property of the district as shown by the last equalized assessment roll of the county in which the district is located, as modified pursuant to the Education Code.

**Reference:** Ed. Code, §§ 15102-15109, 15140, subd. (c), 15143, 15146; Gov. Code, §§ 53508, 53508.5, 53508.6 and 53531.

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<sup>3</sup> This outline generally assumes that the Bonds will be sold by negotiated sale to an Underwriter. If they are sold via competitive bid, then some of the items described in this section will be different.

2018 TIMETABLE FOR  
PROPOSITION 39 GENERAL OBLIGATION BONDS

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**2. Financial Advisor Contract**

Deadline: **Prior to bond sale.**

Responsible Party: Governing Board

Description: If the Governing Board determines that a financial advisor is necessary or desirable, the Governing Board must enter into a written contract with the financial advisor.

Reference: Gov. Code, §§ 53690-53691.

**3. CDIAC Proposed Sale Notice**

Deadline: **30 calendar days prior to bond sale.**

Responsible Party: Governing Board or Bond Counsel.

Description: Notice of the proposed bond sale, on Commission forms, must be submitted to the California Debt and Investment Advisory Commission (CDIAC). Prior to filing a notice of proposed sale, the Board must have adopted a comprehensive debt policy.

Reference: Gov. Code, § 8855, subd. (i).

**4. Financial Publication Notices (if not a negotiated sale)**

Deadline: **15 calendar days prior to bond sale.**

Responsible Party: Governing Board or Financial Advisor

Description: If the amount of bonds to be sold exceeds \$1,000,000, the Governing Board must cause notice of the sale, including the date, time and place of sale and the amount of the bonds, to be published in a financial publication generally circulated throughout California or reasonably expected to be disseminated among prospective bidders for securities.

Reference: Gov. Code, § 53692.

2018 TIMETABLE FOR  
PROPOSITION 39 GENERAL OBLIGATION BONDS

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**5. Preliminary Official Statement/Official Statement**

Deadline: **Two weeks before bond sale.**

Responsible Party: Governing Board and Financial Advisor/Underwriter

Description: The Governing Board may prepare or have prepared an official statement. Where an official statement is required, S.E.C. Rules generally require that a preliminary official statement be prepared by the date of publication of the advertisement for bids (see item 6 below). The final official statement is prepared within seven business days after the date of sale but before delivery.

Reference: Ed. Code, § 15149; Rule 15c2-12 of the Securities Exchange Act of 1934.

**6. Advertising for Bids (if not a negotiated sale)**

Deadline: **Two weeks before bond sale.**

Responsible Party: Governing Board or Financial Advisor

Description: Following adoption of the Governing Board resolution, and before selling bonds, the Governing Board must advertise for bids at least 2 weeks in a daily or weekly newspaper of general circulation published in the county or, if there is no such newspaper, in a newspaper circulated in the county.

Reference: Ed. Code, § 15147.

**7. Offering Bonds for Sale**

Deadline: **At time determined in item 6 above.**

Responsible Party: Governing Board or Financial Advisor

Description: The Governing Board will offer the bonds for public sale at times prescribed by the Governing Board. Bids are accepted by the Governing Board. The bonds may be sold at a discount not to exceed 5%.

Reference: Ed. Code, §§ 15141, 15146 and 15148.

2018 TIMETABLE FOR  
PROPOSITION 39 GENERAL OBLIGATION BONDS

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**8. Execution of Bonds**

Deadline: **At time determined in item 7 above.**

Responsible Party: Governing Board

Description: The bonds are to be signed by (1) the chairperson of the Governing Board or other member authorized in a resolution of the Governing Board and (2) countersigned by the clerk or secretary of the Governing Board. These signatures may be affixed manually or by facsimile, as the Governing Board determines. The bonds may specify a paying agent, located anywhere in the United States, other than the county treasurer.

Reference: Ed. Code, §§ 15145, 15232; Gov. Code, §§ 5054 and 5061.

**9. Bond Delivery**

Deadline: **Following bond sale.**

Responsible Party: Governing Board

Description: The bonds are to be delivered to the purchaser thereof, and the purchaser is to pay for the bonds on the date determined by the Governing Board; Bond proceeds deposited in the County Treasury are credited to the School District's building fund or interest and sinking fund, as appropriate.

Reference: Ed. Code, § 15146.

**10. CDIAC Notice of Final Sale**

Deadline: **21 calendar days after the signing of the bond purchase contract in a negotiated financing, or after the acceptance of a bid in a competitive offering.**

Responsible Party: Governing Board or Bond Counsel.

Description: Notice of the Final Sale of the Bonds, on Commission forms, must be mailed to, or electronically filed with, CDIAC. A copy of the final official statement for the issue must accompany the notice.

Reference: Gov. Code, § 8855, subd. (j).



2018 TIMETABLE FOR  
PROPOSITION 39 GENERAL OBLIGATION BONDS

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**11. IRS Form 8038-G**

**Deadline:** Not later than the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued.

**Responsible Party:** Governing Board and Financial Advisor/Underwriter.

**Description:** IRS Form 8038-G, Information Return for Tax-Exempt Governmental Obligations, must be filled out and filed with the IRS. The Financial Advisor or Underwriter generally provides the calculations needed.

**Reference:** Int. Rev. Code of 1986, § 149, subd. (e).

**12. Tax for Payment of Bonds**

**Deadline:** By June 30 of each year, or such other deadline as the County Auditor-Controller may set.

**Responsible Party:** Governing Board, County Auditor-Controller, and Board of Supervisors.

**Description:** The Governing Board must send a copy of the bond debt schedule to the County Auditor-Controller and the County Treasurer in sufficient time to permit them to establish tax rates and necessary funds or accounts for the bonds. The Board of Supervisors must annually levy a tax for the purpose of paying the principal (redemption price) and interest on the bonds.

**Reference:** Cal. Const., art. XVI, § 18; Ed. Code, §§ 15140 (b), 15140(c), 15250-15252 and 15260-15262.

**13. CDIAC Annual Report**

**Deadline:** Seven months after the end of the immediately prior annual reporting period (July 1 to June 30 of each year) (i.e., by January 31 of each year).

**Responsible Party:** Governing Board or Bond Counsel.

**Description:** An Annual Report must be filed with CDIAC, covering debt authorized, issued and outstanding during the reporting period and the use of proceeds of such debt, by January 31 following the end of the reporting period.

**Reference:** Gov. Code, § 8855, subd. (k).

2018 TIMETABLE FOR  
PROPOSITION 39 GENERAL OBLIGATION BONDS

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**OTHER PROPOSITION 39 ACTION ITEMS<sup>4</sup>**

**1. Appointment of Citizens' Bond Oversight Committee**

**Deadline:** Within sixty (60) days of the date the Governing Board certifies the successful election results.

**Responsible Party:** Governing Board

**Description:** An independent citizens' oversight committee ("Bond Oversight Committee") must be appointed to review and report on the expenditure of the Proposition 39 bond funds. The committee must consist of at least seven members who serve for a term of two years without compensation and for no more than two consecutive terms. The committee must include one member who is active in a business organization representing the business community located within the school district; one member active in a senior citizens' organization; one member who is the parent or guardian of a child enrolled in the school district; one member who is both a parent or guardian of a child enrolled in the school district and active in a parent-teacher organization; and one member who is active in a bona fide taxpayers' organization. The committee may not include any employee or official of the school district or a vendor, contractor or consultant of the school district.

**Reference:** Ed. Code, §§ 15278, 15282.

**2. Annual Performance Audit**

**Deadline:** Annually, by March 31.

**Responsible Party:** Governing Board/Bond Oversight Committee

**Description:** Proposition 39 requires that the Governing Board conduct an annual, independent performance audit regarding the expenditure of the Proposition 39 bond funds to "ensure that the funds have been expended only on the specific projects listed" in the ballot measure. The performance audit must be conducted in accordance with the Government Auditing Standards issued by the US Comptroller general for financial and performance audits, and be submitted to the Bond Oversight Committee for review at the same time it is submitted to the District, but not later than March 31 of each year, and the District must provide the Bond Oversight Committee with responses, within 3 months, to any findings, recommendations or concerns contained in the performance audit.

**Reference:** Cal. Const., art. XIII A, § 1(b)(3)(C); Ed. Code, §§ 15278, 15286.

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<sup>4</sup> The District may, depending on the particular financing, be subject to requirements under Securities and Exchange Commission Rule 15c2-12 and continuing disclosure agreements particular to bonds issued under Proposition 39. Such requirements are outside the scope of this outline.

2018 TIMETABLE FOR  
PROPOSITION 39 GENERAL OBLIGATION BONDS

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**3. Annual Financial Audit**

Deadline: **Annually, by March 31.**

Responsible Party: Governing Board/Bond Oversight Committee

Description: Proposition 39 requires that the Governing Board conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for the school facilities. The financial audit must be conducted in accordance with the Government Auditing Standards issued by the US Comptroller General for financial and performance audits, and be submitted to the Bond Oversight Committee for review at the same time it is submitted to the District, but not later than March 31 of each year, and the District must provide the Bond Oversight Committee with responses, within 3 months, to any findings, recommendations or concerns contained in the financial audit.

Reference: Cal. Const., art. XIII A, § 1(b)(3)(D); Ed. Code, §§ 15278, 15286.

2018 TIMETABLE FOR  
PROPOSITION 39 GENERAL OBLIGATION BONDS

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If you have any questions, please contact Daniel Maruccia in our Sacramento Office.

Daniel Maruccia is municipal bond counsel, as listed in The Bond Buyer's Municipal Marketplace (the "Red Book").

Daniel Maruccia                      Email: [dmaruccia@lozanosmith.com](mailto:dmaruccia@lozanosmith.com)

One Capitol Mall, Suite 640  
Sacramento, CA 95814  
(916) 329-7433 Voice  
(916) 329-9050 Fax

LOZANO SMITH attorneys have extensive experience as Bond Counsel, Disclosure Counsel, Special Counsel, and Issuer's Counsel on a variety of financing vehicles employed by local agencies including school districts and community college districts. Combining bond counsel expertise with in-depth experience in land acquisition, facilities planning and construction, Lozano Smith bond attorneys provide clients with a holistic approach - helping to take projects from conception to financing and through construction completion.

School districts, community college districts, cities, special districts and other public agencies face a variety of complicated issues regarding bond-related financing. Recognizing the inherent cross-over within our existing practice areas, coupled with the need for specialists in financial legal services, Lozano Smith's Public Finance Group was formed with experienced attorneys specializing in bond counsel work, specifically providing expert and objective legal opinions with respect to the validity of bonds, the tax treatment of interest on bonds, and financial disclosure and record-keeping requirements. Not only that, Lozano Smith assists with related services such as parcel taxes, developer fees and assessments.

Our attorneys are mindful both of the law governing bonds and of the historic customs and practices associated with public financing. Over the years, Lozano Smith attorneys have served both as bond counsel on numerous education financings and as district or special finance counsel in connection with financing the construction of educational facilities. Members of the firm have successfully structured a multitude of bond issues for a wide array of projects.

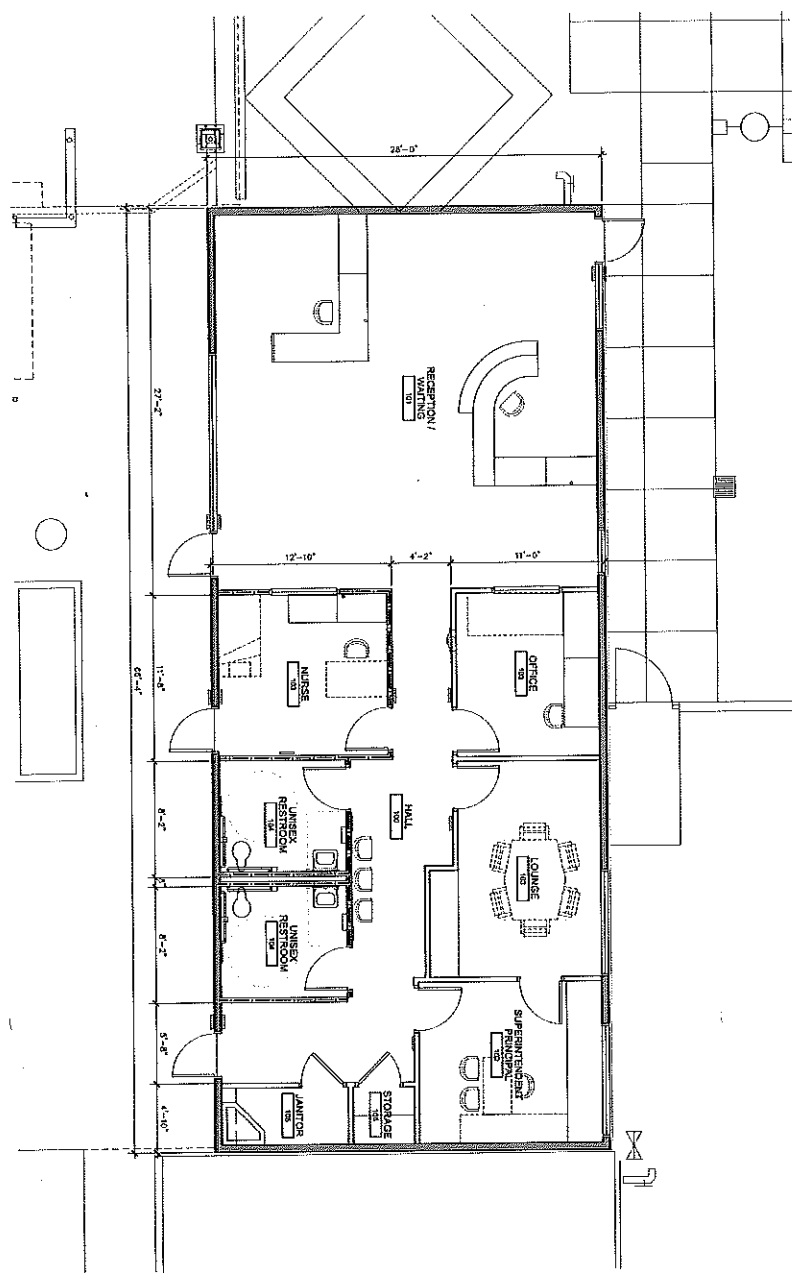
For more information on our public finance practice group, please visit our website at [www.lozanosmith.com](http://www.lozanosmith.com).

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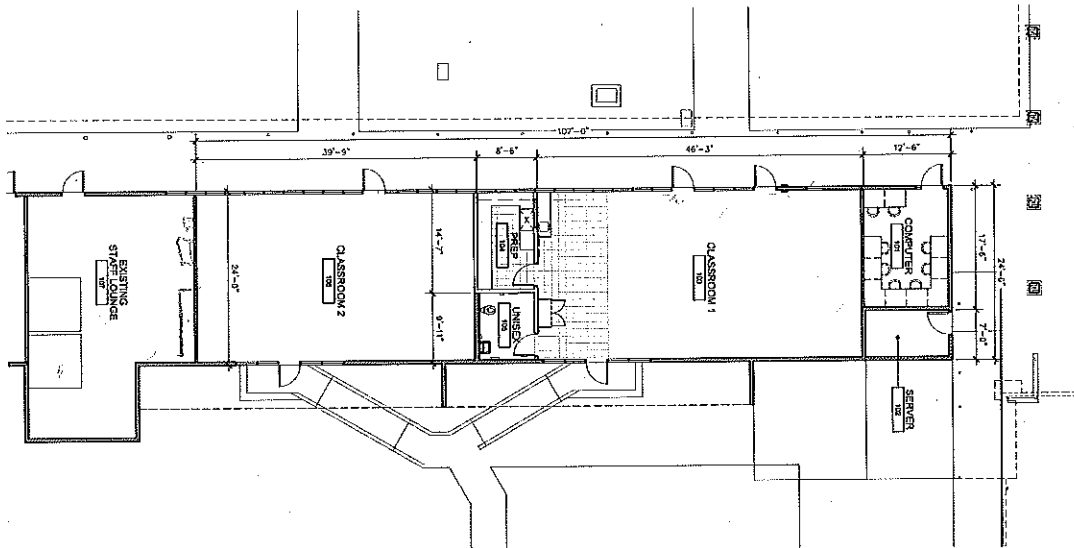
**ADMINISTRATION FLOOR PLAN**  
CLASSROOM REMODEL

SCALE 1/4" = 1'-0"



|                             |   |   |                                      |   |                                      |
|-----------------------------|---|---|--------------------------------------|---|--------------------------------------|
| <b>5324</b><br><b>A2.10</b> |   | <b>ADMINISTRATION FLOOR PLAN</b><br><b>ADMINISTRATION AND CLASSROOM REMODEL</b><br>DUCOR ELEMENTARY SCHOOL DISTRICT<br>23761 AVENUE 56 DUCOR, CA. 95218 |                                      | <b>integrated designs</b> by SOMM, Inc.<br>ARCHITECTURE • ENGINEERING • INTERIOR DESIGN • CONSTRUCTION MANAGEMENT<br>8021 N. Traver, Suite 130 - Fresno, California 93710<br>Phone (559) 436-0881 Fax (559) 436-0887 E-Mail: <a href="mailto:design@sommi.com">design@sommi.com</a><br><a href="http://www.integrateddesigns.com">www.integrateddesigns.com</a> |                                      |
| Issue Date:<br>04/23/18     | Project Name & Address:<br>ADMINISTRATION AND CLASSROOM REMODEL<br>DUCOR ELEMENTARY SCHOOL DISTRICT<br>23761 AVENUE 56 DUCOR, CA. 95218 | Revision<br>1<br>Description<br>1.00  | Revision<br>2<br>Description<br>2.00 | Revision<br>3<br>Description<br>3.00  | Revision<br>4<br>Description<br>4.00 |

SCALE: 1/8" = 1'-0"

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2.10

Wednesday, April 25, 2018

## Typical Listing Price Breakdown

### Kelley Blue Book

4/20/2018-4/26/2018

2015 Ford F350 Super Duty Regular Cab & Chassis XL Cab & Chassis  
2D..... \$27,369

**VIN: 1FDRF3E6XFEC36652**

**Stock #: P2776**

V8, Flex Fuel, 6.2 Liter..... Included  
Automatic, 6-Spd..... Included  
2WD..... Included

#### \*\*\* Equipment \*\*\*

ABS (4-Wheel)..... Included  
Power Steering..... Included  
Dual Air Bags..... Included  
Side Air Bags..... Included  
9' Stake Body..... 760  
Steel Wheels..... Included

Condition..... Good  
Total Value without mileage..... \$28,129  
Mileage adjustment (90819) miles..... (\$5,056)

\*\*\* KBB Typical Listing Price Value  
\$23,073

\$21,985

Monarch Ford - Kevin Colopy

Kelley Blue Book publication for California: 4/20/2018-4/26/2018  
Values are subjective opinions. Kelley Blue Book and vAuto, Inc. assume no responsibility for errors or omissions.  
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**MONARCH  
FORD**



**59) 592-3800**

Ducor Unified School District  
2015 Ford F350 Super Duty  
VIN: 1FDRF3E6XFEC36652  
Stock #: P2776 -- Miles: 90,819  
Salesperson: Kevin C  
4/25/2018 4:39 PM

Incentive programs and rebates are estimates, subject to change and verification. Tax Profile: 7.75% Tax

**CASH PURCHASE**

**Vehicle Price 21,995.00**

**Taxes / Fees 2,249.56**

**Due On Delivery 24,244.56**

Interest Rates, Pricing, Rebates and Terms are estimates, subject to change and apply only on 4/25/2018.  
**FOR INTERNAL USE ONLY**

\*\*\*\*\*

01.06.35.01



2.11

Ducor Elementary Teachers Association  
Counter Proposal 2018-19  
April 18, 2018

It looks like the Association and the District are in agreement on the two items below for the 2018-19 school year. In the interest of settling next year and being able to move on we would suggest agreeing to these items as a one-year deal. Next spring we can talk about bargaining for the 2019-20 school year. In the current political environment we think it is premature to bargain two years out.

The Association will accept the Districts proposal that for the 2018-19 school year the 2017-18 salary schedule be increased by 2% effective July 1, 2018.

For the 2018-19 school year the Association proposes the District pays the full cost of the Blue Cross 10-d \$20 with Rx 200/10-35, Delta Dental Incentive and the Vision Service Plan (B \$10)

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

**DUCOR UNION ELEMENTARY CHAPTER 564**

**SUCCESSOR PROPOSAL**

**2018-2021**

**ARTICLE I – PARTIES TO THE AGREEMENT**

Modify to reflect a three (3) year agreement commencing July 1, 2018.

**ARTICLE IX – COMPENSATION AND BENEFITS**

9.1 Effective July 1, 2018 the bargaining unit salary schedule will be increased by three and one-half percent (3.5%).

9.3 Effective July 1, 2018, modify as follows:

CSEA proposes to add new longevity steps for those unit members who have completed fifteen (15), twenty (20), twenty-five (25), thirty (30) and thirty-five (35) years of service with the District. These new steps are intended to be consistent with the current longevity steps for ten (10) and fifteen (15) years of service as set forth under 9.3.1 and 9.3.2 herein.

9.5 Effective October 1, 2018 the District shall pay all premium increase for the 2018-2019 Health and Welfare plan year. The District's annual contribution for eligible bargaining unit employees herein shall be increased to reflect 100% of the plan costs through the 2018-2019 plan year.

Modify Appendix B consistent with a 2018-2021 agreement with current plan costs.

**ARTICLE XXII – TERM**

Modify to reflect a three (3) year agreement commencing July 1, 2018 through and including June 30, 2021, with reopeners as stated herein for the year two and year three of the agreement.

# Ducor Union Elementary School

## H/W Classified Cost and Projected Cost

| School Year                        | H/W Cost    | District Cost | Employee Cost | District Cost % Increase | District Cost Dollar Increase |
|------------------------------------|-------------|---------------|---------------|--------------------------|-------------------------------|
| 15-16                              | \$13,500.00 | \$12,500.00   | \$1,000.00    |                          |                               |
| 16-17                              | \$13,893.00 | \$12,893.00   | \$1,000.00    | 3.14%                    | \$393.00                      |
| 17-18                              | \$14,109.00 | \$13,109.00   | \$1,000.00    | 1.68%                    | \$216.00                      |
| 18-19                              | \$14,259.00 | \$14,259.00   | \$0.00        | 8.77%                    | \$1,150.00                    |
| Projected 1.84 % Increase Per Year |             |               |               |                          |                               |
| 19-20                              | \$14,521.37 | \$14,521.37   | \$0.00        | 1.84%                    | \$262.37                      |
| 20-21                              | \$14,788.56 | \$14,788.56   | \$0.00        | 1.84%                    | \$267.19                      |
| 21-22                              | \$15,060.67 | \$15,060.67   | \$0.00        | 1.84%                    | \$272.11                      |

# CSEA Longevity Proposal Estimated Cost 2018-2021

| Years of Service | Additional Longevity Pay | Total Longevity Pay | PERS   | FICA/ALT RET | MEDI  | SUI   | WCOMP    | OPEB      | Monthly TOTAL | Annual 11 Month Employee |
|------------------|--------------------------|---------------------|--------|--------------|-------|-------|----------|-----------|---------------|--------------------------|
|                  |                          |                     | 18.06% | 6.20%        | 1.45% | 0.05% | 2.34445% | 0.137890% |               |                          |
| 10               | 80.00                    | 80.00               | 14.45  | 4.96         | 1.16  | 0.04  | 1.88     | 0.11      | 102.60        | 1,128.55                 |
| 15               | 20.00                    | 100.00              | 18.06  | 6.20         | 1.45  | 0.05  | 2.34     | 0.14      | 128.24        | 1,410.69                 |
| 20               | 80.00                    | 180.00              | 32.51  | 11.16        | 2.61  | 0.09  | 4.22     | 0.25      | 230.84        | 2,539.24                 |
| 25               | 20.00                    | 200.00              | 36.12  | 12.40        | 2.90  | 0.10  | 4.69     | 0.28      | 256.49        | 2,821.38                 |
| 30               | 80.00                    | 280.00              | 50.57  | 17.36        | 4.06  | 0.14  | 6.56     | 0.39      | 359.08        | 3,949.93                 |
| 35               | 20.00                    | 300.00              | 54.19  | 18.60        | 4.35  | 0.15  | 7.03     | 0.41      | 384.73        | 4,232.06                 |

# Ducor Union Elementary School

U4/26/2018  
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Page 1

## MONTHLY ATTENDANCE SUMMARY

Month 10 - From 04/09/2018 Through 05/04/2018

2017-2018

### Regular Program

| Grade<br>Level | Tchr<br>No. | A<br>Tchg<br>Days | B<br>Enroll-<br>ment<br>Carried<br>Fwd | C<br>Gains | D<br>Total<br>Enroll-<br>ment<br>(B+C) | E<br>Losses | F<br>Ending<br>Enroll-<br>ment<br>(D-E) | G<br>Days<br>Not<br>Enroll | H<br>Days<br>Non-<br>Apport<br>Attend | I<br>Actual<br>Days<br>(A*D) | J<br>Total<br>Apport<br>Attend<br>(A*D)-G-H | K<br>Total<br>A.D.A.<br>(J/A) | L<br>Percent<br>Attend<br>J/(A*D)-G | M<br>Loss at<br>End of<br>Last<br>School<br>Day | YEAR TO DATE              |                |                    |
|----------------|-------------|-------------------|--|------------|--|-------------|---|----------------------------|---------------------------------------|------------------------------|---|-------------------------------|-------------------------------------|---|---------------------------|----------------|--------------------|
|                |             |                   |  |            |  |             |   |                            |                                       |                              |   |                               |                                     |   | Total<br>Apport<br>Attend | Days<br>Taught | Total ADA<br>(N/O) |
| K              | 25          | 20                | 16                                     | 0          | 16                                     | 0           | 16                                      | 0                          | 11                                    | 320                          | 309   | 15.45                         | 96.56%                              | 0   | 2409                      | 158            | 15.25              |
| K              | TOTAL       | 20                | 16                                     | 0          | 16                                     | 0           | 16                                      | 0                          | 11                                    | 320                          | 309   | 15.45                         | 96.56%                              | 0   | 2409                      | 158            | 15.25              |
| 1              | 33          | 20                | 16                                     | 0          | 16                                     | 0           | 16                                      | 0                          | 9                                     | 320                          | 311   | 15.55                         | 97.19%                              | 0   | 2417                      | 158            | 15.30              |
| 1              | TOTAL       | 20                | 16                                     | 0          | 16                                     | 0           | 16                                      | 0                          | 9                                     | 320                          | 311   | 15.55                         | 97.19%                              | 0   | 2417                      | 158            | 15.30              |
| 2              | 29          | 20                | 14                                     | 0          | 14                                     | 0           | 14                                      | 0                          | 20                                    | 280                          | 260   | 13.00                         | 92.86%                              | 0   | 2181                      | 158            | 13.80              |
| 2              | TOTAL       | 20                | 14                                     | 0          | 14                                     | 0           | 14                                      | 0                          | 20                                    | 280                          | 260   | 13.00                         | 92.86%                              | 0   | 2181                      | 158            | 13.80              |
| 3              | 18          | 20                | 10                                     | 0          | 10                                     | 0           | 10                                      | 0                          | 5                                     | 200                          | 195   | 9.75                          | 97.50%                              | 0   | 1798                      | 158            | 11.38              |
| 3              | TOTAL       | 20                | 10                                     | 0          | 10                                     | 0           | 10                                      | 0                          | 5                                     | 200                          | 195   | 9.75                          | 97.50%                              | 0   | 1798                      | 158            | 11.38              |
| TOTAL K-3      | 20          | 56                | 56                                     | 0          | 56                                     | 0           | 56                                      | 0                          | 45                                    | 1120                         | 1075  | 53.75                         | 95.98%                              | 0   | 8805                      | 158            | 55.73              |
| 4              | 34          | 20                | 16                                     | 0          | 16                                     | 0           | 16                                      | 0                          | 16                                    | 320                          | 304   | 15.20                         | 95.00%                              | 0   | 2306                      | 158            | 14.59              |
| 4              | TOTAL       | 20                | 16                                     | 0          | 16                                     | 0           | 16                                      | 0                          | 16                                    | 320                          | 304   | 15.20                         | 95.00%                              | 0   | 2306                      | 158            | 14.59              |
| 5              | 26          | 20                | 18                                     | 0          | 18                                     | 0           | 18                                      | 0                          | 21                                    | 360                          | 339   | 16.95                         | 94.17%                              | 0   | 2872                      | 158            | 18.18              |
| 5              | TOTAL       | 20                | 18                                     | 0          | 18                                     | 0           | 18                                      | 0                          | 21                                    | 360                          | 339   | 16.95                         | 94.17%                              | 0   | 2872                      | 158            | 18.18              |
| 6              | 32          | 20                | 14                                     | 1          | 15                                     | 0           | 15                                      | 10                         | 3                                     | 300                          | 287   | 14.35                         | 98.97%                              | 0   | 2427                      | 158            | 15.36              |
| 6              | TOTAL       | 20                | 14                                     | 1          | 15                                     | 0           | 15                                      | 10                         | 3                                     | 300                          | 287   | 14.35                         | 98.97%                              | 0   | 2427                      | 158            | 15.36              |
| TOTAL 4-6      | 20          | 48                | 48                                     | 1          | 49                                     | 0           | 49                                      | 10                         | 40                                    | 980                          | 930   | 46.50                         | 95.88%                              | 0   | 7605                      | 158            | 48.13              |
| 7              | 31          | 20                | 32                                     | 0          | 32                                     | 0           | 32                                      | 0                          | 21                                    | 640                          | 619   | 30.95                         | 96.72%                              | 0   | 4856                      | 158            | 30.73              |
| 7              | TOTAL       | 20                | 32                                     | 0          | 32                                     | 0           | 32                                      | 0                          | 21                                    | 640                          | 619   | 30.95                         | 96.72%                              | 0   | 4856                      | 158            | 30.73              |
| 8              | 27          | 20                | 16                                     | 1          | 17                                     | 0           | 17                                      | 10                         | 17                                    | 340                          | 313   | 15.65                         | 94.85%                              | 0   | 2587                      | 158            | 16.37              |
| 8              | TOTAL       | 20                | 16                                     | 1          | 17                                     | 0           | 17                                      | 10                         | 17                                    | 340                          | 313   | 15.65                         | 94.85%                              | 0   | 2587                      | 158            | 16.37              |
| TOTAL 7-8      | 20          | 48                | 48                                     | 1          | 49                                     | 0           | 49                                      | 10                         | 38                                    | 980                          | 932   | 46.60                         | 96.08%                              | 0   | 7443                      | 158            | 47.11              |
| PROGRAM        | 20          | 152               | 152                                    | 2          | 154                                    | 0           | 154                                     | 20                         | 123                                   | 3080                         | 2937  | 146.85                        | 95.98%                              | 0   | 23853                     | 158            | 150.97             |

Principal Signature

Date

To the best of my knowledge, the information contained on this document is accurate and complete.

# Ducor Union Elementary School

U4/26/2018  
01:13:49 PM

Page 2

## MONTHLY ATTENDANCE SUMMARY

Month 10 - From 04/09/2018 Through 05/04/2018

2017-2018

### Program T TK Program

| Grade Tchr<br>Level No. | A<br>Tchg<br>Days | B<br>Enroll-<br>ment<br>Carried<br>Fwd | C<br>Gains | D<br>Total<br>Enroll-<br>ment<br>(B+C) | E<br>Losses | F<br>Ending<br>Enroll-<br>ment<br>(D-E) | G<br>Days<br>Not<br>Enroll | H<br>Days<br>Non-<br>Apport<br>Attend | I<br>Actual<br>Days<br>(A*D) | J<br>Total<br>Apport<br>Attend<br>(A*D)-G-H | K<br>Total<br>A.D.A.<br>(J/A) | L<br>Percent<br>Attend<br>J/(A*D)-G | M<br>Loss at<br>End of<br>Last<br>School<br>Day | YEAR TO DATE              |                |                    |
|-------------------------|-------------------|--|------------|--|-------------|---|----------------------------|---------------------------------------|------------------------------|---|-------------------------------|-------------------------------------|---|---------------------------|----------------|--------------------|
|                         |                   |  |            |  |             |   |                            |                                       |                              |   |                               |                                     |   | Total<br>Apport<br>Attend | Days<br>Taught | Total ADA<br>(N/O) |
| K                       | 25                | 8                                      | 1          | 9                                      | 0           | 9                                       | 11                         | 11                                    | 180                          | 158   | 7.90                          | 93.49%                              | 0   | 847                       | 158            | 5.36               |
| K                       | TOTAL             | 8                                      | 1          | 9                                      | 0           | 9                                       | 11                         | 11                                    | 180                          | 158   | 7.90                          | 93.49%                              | 0   | 847                       | 158            | 5.36               |
| TOTAL K-3               | 20                | 8                                      | 1          | 9                                      | 0           | 9                                       | 11                         | 11                                    | 180                          | 158   | 7.90                          | 93.49%                              | 0   | 847                       | 158            | 5.36               |
| PROGRAM                 | 20                | 8                                      | 1          | 9                                      | 0           | 9                                       | 11                         | 11                                    | 180                          | 158   | 7.90                          | 93.49%                              | 0   | 847                       | 158            | 5.36               |

To the best of my knowledge, the information contained on this document is accurate and complete.

Date

Principal Signature

Ducor Union Elementary School  
2017-2018

ADA

Year to Date ADA

|          | Dates       | # Days | TK           | Kinder       | Grd 1-3      | Grd 4-6      | Grd 7-8      |      |
|----------|-------------|--------|--------------|--------------|--------------|--------------|--------------|------|
|          |             |        | Not Apport   | Not Apport   | Not Apport   | Not Apport   | Not Apport   |      |
|          |             |        | Total Apport | Total Apport | Total Apport | Total Apport | Total Apport |      |
| Month 1  | 7/31 - 8/25 | 13     | 2            | 63           | 8            | 199          | 8            | 256  |
|          |             |        |              |              |              |              |              |      |
| Month 2  | 08/28-09/22 | 19     | 7            | 88           | 4            | 281          | 8            | 315  |
|          |             |        |              |              |              |              |              |      |
| Month 3  | 09/25-10/20 | 19     | 1            | 94           | 7            | 300          | 14           | 294  |
|          |             |        |              |              |              |              |              |      |
| Month 4  | 10/23-11/17 | 19     | 3            | 92           | 13           | 294          | 20           | 265  |
|          |             |        |              |              |              |              |              |      |
| Month 5  | 11/20-12/15 | 15     | 1            | 59           | 23           | 218          | 4            | 225  |
|          |             |        |              |              |              |              |              |      |
| Subtotal |             | 85     | 14           | 396          | 56           | 1294         | 110          | 3660 |
| ADA P-1  |             | 4.66   | 15.22        | 43.06        | 50.33        | 48.55        | 161.82       |      |

|          | Dates      | # Days | TK           | Kinder       | Grd 1-3      | Grd 4-6      | Grd 7-8      |      |
|----------|------------|--------|--------------|--------------|--------------|--------------|--------------|------|
|          |            |        | Not Apport   | Not Apport   | Not Apport   | Not Apport   | Not Apport   |      |
|          |            |        | Total Apport | Total Apport | Total Apport | Total Apport | Total Apport |      |
| Month 6  | 12/18-1/12 | 5      | 2            | 18           | 1            | 69           | 3            | 67   |
|          |            |        |              |              |              |              |              |      |
| Month 7  | 1/15-2/9   | 16     | 2            | 71           | 13           | 243          | 26           | 214  |
|          |            |        |              |              |              |              |              |      |
| Month 8  | 2/12-3/9   | 18     | 1            | 111          | 12           | 281          | 10           | 278  |
|          |            |        |              |              |              |              |              |      |
| Month 9  | 3/12-4/6   | 14     | 8            | 93           | 20           | 215          | 5            | 171  |
|          |            |        |              |              |              |              |              |      |
| Subtotal |            | 138    | 27           | 689          | 112          | 2100         | 245          | 5630 |
| ADA P-2  |            | 4.99   | 15.22        | 40.80        | 48.37        | 47.18        | 156.56       |      |

| Dates       | TK   | K-3   | 4-6   | 7-8   | Program | Overall |
|-------------|------|-------|-------|-------|---------|---------|
| 7/31 - 8/25 | 4.85 | 61.08 | 52.00 | 47.46 | 160.54  | 165.38  |

|             |      |       |       |       |        |        |
|-------------|------|-------|-------|-------|--------|--------|
| 08/28-09/22 | 4.72 | 62.28 | 51.84 | 48.94 | 163.06 | 167.78 |
|-------------|------|-------|-------|-------|--------|--------|

|             |      |       |       |       |        |        |
|-------------|------|-------|-------|-------|--------|--------|
| 09/25-10/20 | 4.80 | 61.41 | 51.63 | 49.16 | 162.20 | 167.00 |
|-------------|------|-------|-------|-------|--------|--------|

|             |      |       |       |       |        |        |
|-------------|------|-------|-------|-------|--------|--------|
| 10/23-11/17 | 4.81 | 59.43 | 51.06 | 48.96 | 159.44 | 164.26 |
|-------------|------|-------|-------|-------|--------|--------|

|             |      |       |       |       |        |        |
|-------------|------|-------|-------|-------|--------|--------|
| 11/20-12/15 | 4.66 | 58.28 | 50.33 | 48.55 | 157.16 | 161.82 |
|-------------|------|-------|-------|-------|--------|--------|

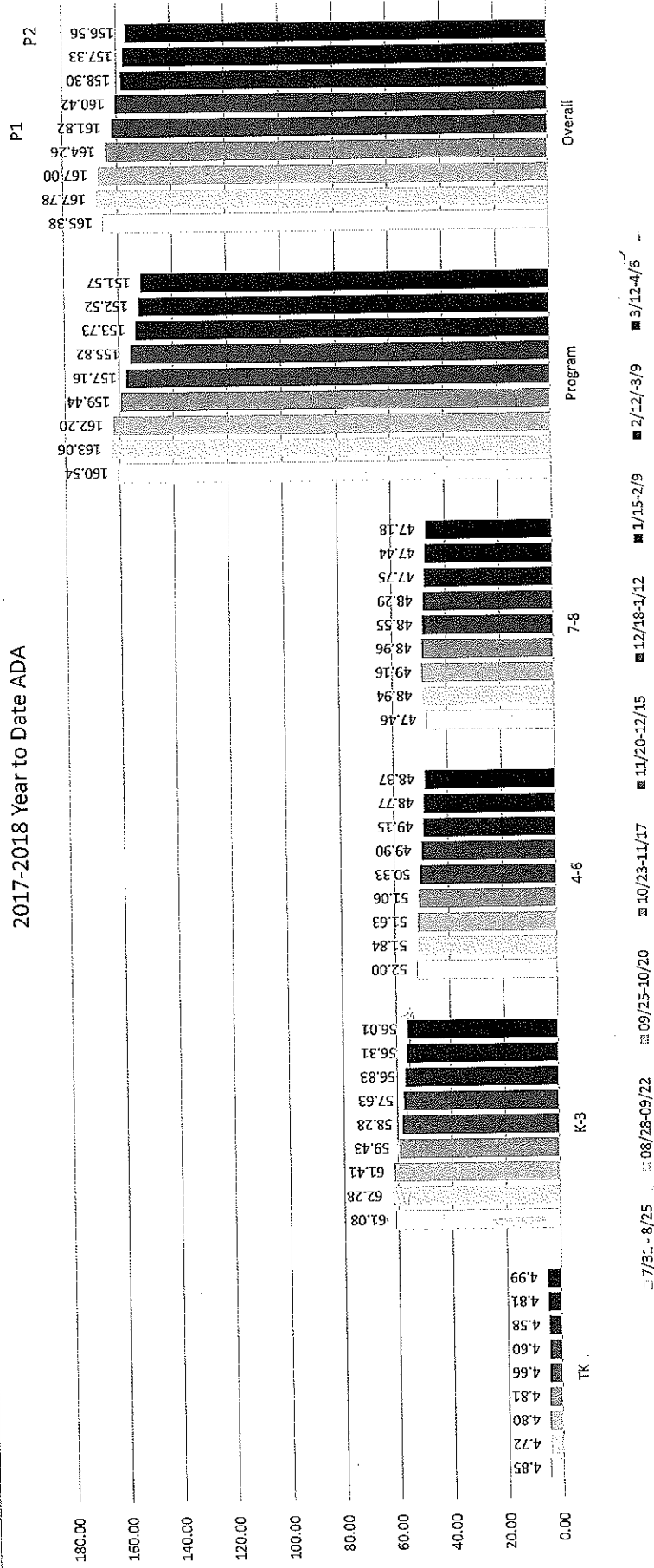
|            |      |       |       |       |        |        |
|------------|------|-------|-------|-------|--------|--------|
| 12/18-1/12 | 4.60 | 57.63 | 49.90 | 48.29 | 155.82 | 160.42 |
|------------|------|-------|-------|-------|--------|--------|

|          |      |       |       |       |        |        |
|----------|------|-------|-------|-------|--------|--------|
| 1/15-2/9 | 4.58 | 56.83 | 49.15 | 47.75 | 153.73 | 158.30 |
|----------|------|-------|-------|-------|--------|--------|

|          |      |       |       |       |        |        |
|----------|------|-------|-------|-------|--------|--------|
| 2/12-3/9 | 4.81 | 56.31 | 48.77 | 47.44 | 152.52 | 157.33 |
|----------|------|-------|-------|-------|--------|--------|

|          |      |       |       |       |        |        |
|----------|------|-------|-------|-------|--------|--------|
| 3/12-4/6 | 4.99 | 56.01 | 48.37 | 47.18 | 151.57 | 156.56 |
|----------|------|-------|-------|-------|--------|--------|

# 2017-2018 Year to Date ADA





SBAC Testing Schedule: Please monitor student attendance. Student may take test anytime seats are available. All testing will take place in the computer lab. **NO CLASS ASSIGNMENTS** in lab.

Test is not timed.

# 2018 MAY

| SUN       | MON   | TUE   | WED   | THU   | FRI   | SAT       |
|-----------|---|---|---|---|---|-----------|
|           |   | <b>1</b> Grade 3<br>ELA<br>Math<br>PT<br>Science  | <b>2</b> Grade 4<br>ELA<br>Math<br>PT<br>Science  | <b>3</b> Grade 5<br>ELA<br>Math<br>PT<br>Science  | <b>4</b> Grade 6<br>ELA<br>Math<br>PT<br>Science  | <b>5</b>  |
| <b>6</b>  | <b>7</b> Grade 7<br>ELA<br>Math<br>PT<br>Science  | <b>8</b> Grade 8<br>ELA<br>Math<br>PT<br>Science  | <b>9</b> Grade 3<br>ELA<br>Math<br>PT<br>Science  | <b>10</b> Grade 4<br>ELA<br>Math<br>PT<br>Science | <b>11</b> Grade 5<br>ELA<br>Math<br>PT<br>Science | <b>12</b> |
| <b>13</b> | <b>14</b> Grade 6<br>ELA<br>Math<br>PT<br>Science | <b>15</b> Grade 7<br>ELA<br>Math<br>PT<br>Science | <b>16</b> Grade 8<br>ELA<br>Math<br>PT<br>Science | <b>17</b> Grade 3<br>ELA<br>Math<br>PT<br>Science | <b>18</b> Grade 4<br>ELA<br>Math<br>PT<br>Science | <b>19</b> |
| <b>20</b> | <b>21</b> Grade 5<br>ELA<br>Math<br>PT<br>Science | <b>22</b> Grade 6<br>ELA<br>Math<br>PT<br>Science | <b>23</b> Grade 7<br>ELA<br>Math<br>PT<br>Science | <b>24</b> Grade 8<br>ELA<br>Math<br>PT<br>Science | <b>25</b> Test as<br>Needed                       | <b>26</b> |
| <b>27</b> | <b>28</b> NO SCHOOL                               | <b>29</b> Test as<br>Needed                       | <b>30</b> Test as<br>Needed                       | <b>31</b> Graduation<br>K and 8th                 | Last Day of<br>School                             |           |

3.04

May 2018

Ducor School Calendar

April 30, 2018

April 30: Food Bank meeting Porterville Ca 8-12 pm; 2<sup>nd</sup> grade field trip Bakersfield Zoo/Museum

May 1: Classified Staff conference TCOE; CAASPP testing begins for grades 3-8; board meeting

May 2: Mrs. McGill field trip Bakersfield

May 4: Game at Columbine school *— Cmo mjo PTA 5-8pm*

May 7: Food Distribution 10-3 pm

May 8: TCOE/SPED luncheon awards for employees and parents at 12 PM at TCOE; TCOE Expulsion meeting Doe Ave. at 1 PM

May 10: Field trip Mrs. Ishida special education instructor; Bakersfield amusement park

May 11: Home game vs Hope

May 18: Game Tournament at Rockford School

*May 22 water safety / 1st kid power*

May 24: SCICON 5<sup>th</sup> grade, day trip

May 25: 8<sup>th</sup> grade field trip Universal Studios

May 28: NO SCHOOL

May 29: Field trip Mrs. Ishida, SPED teacher, Bakersfield mall

*May 30 Animals in morning*

May 31: Kinder graduation morning; 8<sup>th</sup> grade graduation 6 pm; 1:30 pm school dismissal

June 1: Field trip Earlimart swimming pool; reading contest; Last day of school

June 4-22: Summer school grades 1-3; three teachers 8:30-12 PM

June 11-29: Summer school Migrant program K-7 grades 8:30-12 PM

June 13: Summer Night Lights begins, June 27, July 11, July 25, Aug. 1 and Aug. 8

June 20-22: CSBA school policy and planning training 8-4 pm

*June 13*

*Earlimart  
Swimming*