

2/14/17

Ducor School Board Attendance:

Date: _____

1. Rachel Mung
2. Nancy Vogel
3. Lisa M. Lucio
4. Virginia Rubio
5. ~~Sarah D. Hill~~
6. John Miller
7. ~~John Miller~~
8. ~~John Miller~~
9. Dorrner Pace
10. Joe Pyle

17:25 p.m.

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

Board of Trustees:

Jim Koontz (President)
Patricia Hughes (Member)

Flora Rodriguez (Member)
Mary McGill (Member)

Amparo Mariscal (Clerk)

School Board Meeting

February 14, 2016

Meeting Place: Library, Room 23

resolution: 2

Open Session 5:30 PM

***Possible board action**

Agenda

1. Called to order: Time: _____

_____ President Jim Koontz _____ Board Member Flora Rodriguez _____ Board Member Mary McGill
_____ Board Member Patricia Hughes _____ Clerk Amparo Mariscal

1.1 Pledge of Allegiance

1.2 Introduction of Visitors:

1.3 Community Input:

2. Regular Business Agenda: Board Action

2.1 * January 10, 2017 Board Minutes: Review for any corrections and or clarifications.

Action: Mr. Koontz _____ Mrs. Rodriguez _____ Mrs. Hughes _____ Mrs. Mariscal _____ Mrs. McGill _____

2.2 *Special Meeting February 9, 2017: Review minutes for any corrections or clarifications.

2.3 * Accounts Payable: monthly payments, record of invoices paid to

Action: Mr. Koontz _____ Mrs. Rodriguez _____ Mrs. Hughes _____ Mrs. Mariscal _____ Mrs. McGill _____

2.4 * Budget Report: Mrs. Rachel Nunez is the TCOE external business and accounts. Mrs. Nunez reviews and support financial transactions, balance, cost analysis, budget revision, budget expenses as well as interim reports to the superintendent and school board.

Action: Mr. Koontz _____ Mrs. Rodriguez _____ Mrs. Hughes _____ Mrs. Mariscal _____ Mrs. McGill _____

2.5 *Summary of Salary Settlement Agreement: CSEA classified public disclosure proposed change in compensation cost. Public disclosure requirements of AB-1200 (statutes 1991, Chapter 121.3) as well as the salary settlement notification requirements of SB-1677 when salary benefits negotiations are finalized after the final budget is adopted. CSEA and Ducor School agreed on a 2% increase for the 2016-17 school year, effective January 1, 2017.

Action: Mr. Koontz _____ Mrs. Rodriguez _____ Mrs. Hughes _____ Mrs. Mariscal _____ Mrs. McGill _____

2.6 *Provisional appointment school board member Flor Rodriguez: pursuant to education code section 5091 within 60 days of filling the vacancy with the county superintendent, the district must either make a provisional appointment or order an election. No contestant made for this position. Flor Rodriguez may be appointed to fill this vacancy.

Action: Mr. Koontz _____ Mrs. Rodriguez _____ Mrs. Hughes _____ Mrs. Mariscal _____ Mrs. McGill _____

2.7 * Superintendent Contract for 2017-18 school years: Superintendent Rodriguez presented a salary proposal, working days of the year and contract to review and discuss salary agreement.

Action: Mr. Koontz ___ Mrs. Rodriguez ___ Mrs. Hughes ___ Mrs. Mariscal ___ Mrs. McGill ___ aye ___

2.8 * Contract agreement with Juan Reyes: Mr. Reyes has submitted a new contract agreement with Ducor School to provide continues counseling support for the student as well as gathering and meeting with parents. Mr. Reyes will increase his number of days to four (4) days a week, Tuesday to Friday. Also included is an additional cost offering a workshop meeting with classified employees to discuss educational programs, curriculum support, student, staff, parent support. The workshop will take place every Wednesday from 1-2 pm until May 2017. The total cost beginning February to May will be _____.

3. Informational:

3.1 Attendance:

3.2 Review of first period interim report 2016-17: TCOE has reviewed the first period interim report and will be able to certify to the CDE that the district has submitted a positive report for the period ending October 31, 2016.

3.3 Ducor School curriculum materials: quick list of programs currently utilized in the classroom

3.4 LCAP; discussion of the 8 priority areas that must be addressed in the plan

3.5 Cost vs Revenue student meals: Ducor School student meals are 100% Free. The claim status reports the funds received.

3.6 Bus Payment: approximately \$53, 122 left to pay the loan on the bus. Two payments scheduled left to pay.

3.7 Intent to return, pursuant to education code section 44832: Mrs. Antonia Moreno, classified cafeteria employee, will not be returning after this school year.

3.8 Student Survey: Student survey question copy of survey that will be distributed to student in grades 4-8 grades.

3.9 Accelerated Reading program: AR program student read a book and complete an online comprehension test.

3.10 Parent Club: PC has been meeting every Wednesday to review and discuss school spirit ideas, LCAP, volunteerism, and activities for students and concerns with the principal.

4. Adjourn to Closed Session: Time: _____

5. Closed Session:

6. Report Out of Closed Session: Time: _____

6.1 Actions taken:

7. Adjournment: Time: _____

Action: Mr. Koontz ___ Mrs. Rodriguez ___ Mrs. Hughes ___ Mrs. Mariscal ___ Mrs. McGill ___

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School Board Meeting

January 10, 2016

Meeting Place: Library, Room 23

resolution: 2

Open Session 5:30 PM

***Possible board action**

Minutes

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

 x President Jim Koontz x Board Member Flora Rodriguez x Board Member Mary McGill
 x Board Member Patricia Hughes x Clerk Amparo Mariscal

1.1 Pledge of Allegiance

1.2 Introduction of Visitors: Elvira Martinez, Elizabeth Martinez, Maryann Woodruff, Darren Hill, Florence Pace

1.3 Community Input: Superintendent Rodriguez discussed LCAP and is waiting for new changes, including rubric template. Mr. Rodriguez also talked about investing in a new roof, there are water leaks in a few classrooms. New ELA books and program was also discussed to replace the current treasures program. The new titles were California Connect for grades K-5 and National Geographic for grades K-5. The community also has access for viewing as well.

2. Regular Business Agenda: Board Action

2.1 * December 13, 2016 Board Minutes: Review for any corrections and or clarifications.

The minutes were reviewed. The board members had no questions, concerns or changes. The board approved the minutes.

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

2.2 * Accounts Payable: The board reviews the purchases, expenditures and or have question of concerns. The accounts payable reflects the prior month report. Invoices have been submitted for payment.

The board reviewed the accounts payable. Mrs. Hughes commented that there was little to no change from last month accounts payable. Mr. Koontz agreed. The board approved accounts payable. Mrs. Pace and Mrs. Woodruff expressed the importance of having a program that has all the resources available to access as needed. Mr. Rodriguez reminded the board that he will be attending the Teacher Fair Feb. 2nd at the Visalia Convention Center.

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

2.3 * Budget Report: Mrs. Rachel Nunez is the TCOE external business and accounts. Mrs. Nunez reviews and support financial transactions, balance, cost analysis, budget revision, budget expenses as well as interim reports to the superintendent and school board. Mrs. Nunez was not present. No budget update at this time.

Action: Mr. Koontz Mrs. Rodriguez Mrs. Hughes Mrs. Mariscal Mrs. McGill

2.4 * CSEA: Collective bargaining agreement between Ducor School and the classified employee has submitted a proposal for review for the 2016-17 school years. Ducor CSEA are asking a classified salary schedule increase by four percent (4%). The board reviewed the proposal and agreed on a 2% increase, beginning January 2017. Action Approved:

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

2.5 * Demsey - Fillger and Associates: Review change in the contribution schedule beginning July 2017. Superintendent Rodriguez had not received an update from Mr. Demsey in regards to the contribution schedule to begin in July 2017.

Action: Mr. Koontz____ Mrs. Rodriguez____ Mrs. Hughes____ Mrs. Mariscal____ Mrs. McGill____

2.6 * Superintendent Evaluation: Board members received the evaluation forms in December to complete and discuss as needed. Board moved to close session. Action Approved:

Action: Mr. Koontz__m__ Mrs. Rodriguez__2__ Mrs. Hughes__aye__ Mrs. Mariscal__1__ Mrs. McGill__aye__

3. Informational:

3.1 Attendance; Attendance is up to 167.

3.2 Superintendent Contract: Contract presented for review and discussion for the 2017-18 school year. Superintendent asked the board to review the contract and to negotiate any changes during the Feb. board meeting.

3.3 Annual report of developers fees: government code sections 66001 and 6606; fees imposed and collected on new residential, commercial and industrial development within the district is to fund additional school facilities required to serve the students of the district generated by that new development. Superintendent explained that if Ducor School decides to make any future changes to the school, then the fees would need to be calculated and approved for future school facility changes. At this time no new changes have been discussed.

3.4 Annual Audit Agreement: Education Code Section 41020/894040 requires school districts to contract for an audit of their books and accounts by April 1. This agreement is to notify TCOE if Ducor School will be hiring TCOE as the auditors or another audit agency.

3.5 Tulare County Grand Jury would like to know if the school district has a policy and procedure in place to accommodate transgender students. Superintendent attached a response to the question stating that the school district does not at this time but will accommodate each individual as needed.

3.6 2017 Brown Act and Board Governance Workshop: interactive workshop given by Lozano Smith legal services. The workshop reviews the Brown Act, public records act and many other legal topics. Board members Amparo Mariscal, Jim Koontz and Mary McGill volunteered to attend the workshop. Superintendent will register their names for the next meeting.

4. Adjourn to Closed Session: Time: __6 pm__

5. Closed Session:

5.2 Review CSEA proposal

5.3 Employee Business

5.4 Admin Business

6. Report Out of Closed Session: Time: __7:36 pm__

6.1 Actions taken:

7. Adjournment: Time: __7:36 pm__

Action: Mr. Koontz__m__ Mrs. Rodriguez__2__ Mrs. Hughes__aye__ Mrs. Mariscal__1__ Mrs. McGill__aye__

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Amparo Mariscal (Clerk)

School Board Special Meeting

February 9, 2017

Meeting Place: Library, Room 23

resolution: 2

Open Session 5:30 PM

***Possible board action**

Minutes

1. Called to order: Time: 5:33 pm

Present/absent

 x President Jim Koontz x Board Member Flora Rodriguez x Board Member Mary McGill
 x Board Member Patricia Hughes ABS Clerk Amparo Mariscal

1.1 Pledge of Allegiance

1.2 Visitors: None

1.3 Public Comments: None

1.4 Close session topics of discussion: Public employee discipline/dismissal/release/complaint

1.5 Public comment on close session topic

1.6 Adjournment to close session: Time: 5:34 pm

1.6.1.1 Public employee discipline/dismissal/release/complaint

2.0 Adjournment to open session: Time: 6:23 pm

2.1 Actions taken during close session

 m President Jim Koontz 2 Board Member Flora Rodriguez aye Board Member Mary McGill

 1 Board Member Patricia Hughes abs Clerk Amparo Mariscal

3.0 Adjournment; Time: 6:23

 m President Jim Koontz 2 Board Member Flora Rodriguez aye Board Member Mary McGill

 1 Board Member Patricia Hughes abs Clerk Amparo Mariscal

Tulare County Office of Education

Accounts Payable Final - 2/9/2017 3:07:52 PM

Page 1 of 3
APY500
** FINAL **
Batch No 177

2/9/2017
3:10:15PM

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
012999	ADVANCED MICRO SYSTEMS	PV-170373	1/22/2017		170462		010-07200-0-11100-10000-58000-0-0304 Kaspersky Security for Mail Server- subscription l	\$497.81			
Total Check Amount:								\$497.81			
011655	A-L WELDING	PV-170394	1/10/2017		trans# A30332		010-11000-0-00000-81100-43000-0-0000 torx tamper proof, nut driver, spraywand w/filter	\$87.09			
	A-L WELDING	PV-170395	1/17/2017		trans# A30442		010-11000-0-00000-81100-43000-0-0000 comp angle sto 1 each for 5.41, 3 way 2 each at 10	\$16.12			
	A-L WELDING	PV-170396	1/17/2017		trans# A30441		010-11000-0-00000-81100-43000-0-0000 comp angle sto 1 at 5.41 each	\$5.84			
	A-L WELDING	PV-170397	1/27/2017		trans# A30580		010-11000-0-00000-81100-43000-0-0000 Phillips pan screw, bolt on "D" ring, 3 way V	\$115.12			
Total Check Amount:								\$224.17			
013312	AMERIPRIDE - CAFETERIA	PV-170376	2/8/2017		1501825931		130-53100-0-00000-82000-55000-0-0000 towel bar, flats, mop wet large, service charge	\$37.80			
	AMERIPRIDE - CAFETERIA	PV-170377	2/1/2017		1501820847		130-53100-0-00000-82000-55000-0-0000 towel bar, flats, mop wet large, and service charg	\$37.80			
Total Check Amount:								\$75.60			
013311	AMERIPRIDE UNIFORM SERVICE	PV-170378	2/8/2017		1501825925		010-00000-0-00000-82000-55000-0-0000 mop dry, mop dry handle, towel wiper, flats, mats,	\$87.41			
	AMERIPRIDE UNIFORM SERVICE	PV-170379	2/1/2017		1501820844		010-00000-0-00000-82000-55000-0-0000 mop dry, mop dry handle, towel wiper, flats, servi	\$87.41			
Total Check Amount:								\$174.82			
013295	AT&T	PV-170393	1/25/2017		Jan 25, 2017		010-00000-0-00000-82000-55000-0-0000 long distance charges	\$66.43			
Total Check Amount:								\$66.43			
012910	CONNEX SAFETY PRODUCTS	PV-170374	2/1/2017		05290937		130-53100-0-00000-82000-55000-0-0000 10 boxes latex gloves at \$13.30 each, tax, shipping	\$175.92			
Total Check Amount:								\$175.92			

Tulare County Office of Education

Accounts Payable Final - 2/9/2017 3:07:52 PM

Page 2 of 3
APY500

2/9/2017
3:10:21PM

10 Ducor Union Elementary School Distri

** FINAL **
Batch No 177

Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
013417	Culligan (Water Conditioning)	PV-170375	1/31/2017		29288		010-00000-0-00000-82000-55000-0-0000 monthly rental fee of cooler stand plus water gall	\$26.00		
							Total Check Amount:	\$26.00		
013383	CVIN LLC	PV-170387	2/1/2017		8069		010-00000-0-00000-27000-59000-0-0000 internet connection	\$109.15		
							Total Check Amount:	\$109.15		
012392	DEMCO SUPPLY INC	PV-170372	1/30/2017		6054812		010-07200-0-11367-10000-43000-0-0203 2 packages of 10x21 book jackets at \$20.39 each pl	\$52.89		
							Total Check Amount:	\$52.89		
013099	DON ROSE OIL COMPANY, INC.	PV-170383	1/30/2017		242539		010-00000-0-00000-82000-55000-0-0000 320gals propane loaded at 1.729gal, percentage fee	\$603.40		
	DON ROSE OIL COMPANY, INC.	PV-170384	1/2/2017		235868		010-00000-0-00000-82000-55000-0-0000 180gallins propane loaded at 1.579gal, percentage f	\$311.04		
	DON ROSE OIL COMPANY, INC.	PV-170385	1/26/2017		205711		010-00000-0-00000-82000-55000-0-0000 130gallons unleaded fuel at 2.13gal for school veh	\$333.05		
	DON ROSE OIL COMPANY, INC.	PV-170386	1/26/2017		205712		010-00000-0-00000-36000-43000-0-0000 500gallons diesel at 2.23gal loaded for school bus	\$1,319.95		
							Total Check Amount:	\$2,567.44		
012980	Eagle Software	PV-170371	1/12/2017		M&S 5211 ASP		010-07200-0-11100-10000-58000-0-0106 AERIES hosting services, data conversion, configur	\$6,000.00	L	
							Total Check Amount:	\$6,000.00		
012703	PACE, FLORANCE	PV-170388	2/6/2017		262		010-00000-0-11100-10000-52000-0-0000 reimbursement for mileage for travel to Visalla Te	\$55.64		
							Total Check Amount:	\$55.64		
013252	PUSD STUDENT NUTRITION	PV-170380	10/19/2016		7652		130-53100-0-00000-37000-58000-0-0000 student breakfast, lunch, after school snacks, adul	\$17,697.05	A	
	PUSD STUDENT NUTRITION	PV-170381	11/23/2016		7713		130-53100-0-00000-37000-58000-0-0000 student breakfast, lunches, after school snacks, a	\$16,069.40	A	

Tulare County Office of Education

Accounts Payable Final - 2/9/2017 3:07:52 PM

Page 3 of 3
APY500

2/9/2017
3:10:21PM

10 Ducor Union Elementary School Distri

** FINAL **
Batch No 177

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
013252	PUSD STUDENT NUTRITION	PV-170382	1/24/2017		7765		130-53100-0-00000-37000-58000-0-0000	\$12,300.00	L		
							student breakfast, lunches, after school snacks, a				
012443	QUILL CORPORATION	PV-170390	1/27/2017		3933536		010-00000-0-00000-27000-43000-0-0000	\$206.74			
							7qty Hp 61 black ink twin pack at \$27.41/pack				
							Total Check Amount:	\$46,066.45			
012681	SISC III	PV-170389	2/1/2017		Feb 1 - Feb 28		010-00000-0-00000-00000-95024-0-0000	\$19,103.60	A		
							Health & Welfare benefits				
							Total Check Amount:	\$206.74			
006227	WEISENBERGERS ACE HARDWARE	PV-170391	1/23/2017		trans# B761678		010-11000-0-00000-82000-43000-0-0000	\$37.88			
							Faucet sif-dse 1 for 34.99 each plus tax				
	WEISENBERGERS ACE HARDWARE	PV-170392	1/17/2017		trans# B760760		010-11000-0-00000-82000-43000-0-0000	\$142.00			
							nut hex, nut lock, super glue, bulbs, texture spr				
							Total Check Amount:	\$179.88			

Tulare County Office of Education Accounts Payable Final - 2/9/2017 3:07:52 PM

Page 1 of 1
APY500
** FINAL **
Batch No 177

2/9/2017
3:10:21PM

10 Ducor Union Elementary School Distri

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
Total District Payment Amount:											
								\$75,582.54			

Tulare County Office of Education
Accounts Payable Final - 2/9/2017 3:07:52 PM

Page 1 of 1
 APY500
 ** FINAL **
 Batch No 177

2/9/2017
 3:10:21PM

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
Batch No 177										
								Total Accounts Payable:	\$75,582.54	

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 \$75,582.54 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		\$29,264.57
130		\$46,317.97
Total		\$75,582.54

Tulare County Office of Education

Accounts Payable Final - 2/2/2017 2:35:50 PM

Page 1 of 2
APY500

2/2/2017
2:37:34PM

** FINAL **
Batch No 176

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
012999	ADVANCED MICRO SYSTEMS	PV-170364	1/22/2017		170460		010-00000-0-00000-27000-58000-0-0000 Network Optimization Agreement paymnt	\$536.00			
							Total Check Amount:	\$536.00			
012971	Agri-Home Equipment	PV-170369	1/27/2017		32351		010-00000-0-00000-82000-55000-0-0000 4 blades, spark plugs, oil, cleaner	\$89.96			
							Total Check Amount:	\$89.96			
013312	AMERIPRIDE - CAFETERIA	PV-170363	1/25/2017		1501816172		130-53100-0-00000-82000-55000-0-0000 towel bar microfber, flats, mop wet large, serv/c	\$37.80			
							Total Check Amount:	\$37.80			
013311	AMERIPRIDE UNIFORM SERVICE	PV-170362	1/25/2017		1501816171		010-00000-0-00000-82000-55000-0-0000 mop dry 24", mop dry handle, towel wiper, indus fl	\$87.41			
							Total Check Amount:	\$87.41			
012182	DUCOR CASH REVOLVING FUND	PV-170365	1/27/2017		ch# 660		010-00000-0-11100-42000-58000-0-0000 ref for basketball game	\$40.00	M		
							Total Check Amount:	\$40.00			
	DUCOR CASH REVOLVING FUND	PV-170366	1/13/2017		ch# 658		010-00000-0-11100-42000-58000-0-0000	\$40.00	M		
	DUCOR CASH REVOLVING FUND	PV-170367	1/27/2017		ch# 659		010-00000-0-11100-42000-58000-0-0000	\$40.00	M		
	DUCOR CASH REVOLVING FUND	PV-170368	1/13/2017		ch# 657		010-00000-0-11100-42000-58000-0-0000	\$40.00	M		
							Total Check Amount:	\$160.00			
013032	ECONOMY LOCK AND KEY	PV-170370	12/13/2016		22879		010-00000-0-00000-82000-58000-0-0000 10 keys made for teachers for access to restrooms	\$127.13			
							Total Check Amount:	\$127.13			
013451	Juan T. Reyes	PV-170357	1/31/2017		006		010-00000-0-00000-31200-58000-0-0000 increase parent involvmt, short-term counseli, co	\$1,800.00	J		
							Total Check Amount:	\$1,800.00			
012703	PACE, FLORANCE	PV-170358	1/9/2017		192		010-00000-0-11100-10000-52000-0-0000 reimbursement for mileage to conference in Sundale	\$44.94			

Tulare County Office of Education
Accounts Payable Final - 2/2/2017 2:35:50 PM

2/2/2017
2:37:39PM

Page 2 of 2
APV500

** FINAL **
Batch No 176

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
013403	Santander Leasing LLC	PV-170360	1/11/2017		1926577		010-07200-0-00000-91000-74390-0-0111	\$44.94			G
							principal and interest payment on new bus	\$24,773.12			
	Santander Leasing LLC		1/11/2017		1926577		010-07200-0-00000-91000-74380-0-0111	\$1,787.88			G
								\$26,561.00			
012652	SIGNAL AUTO PARTS	PV-170361	1/10/2017		32875		010-00000-0-00000-36000-43000-0-0000	\$80.41			
							DEF 2-1/2 gallon, 3m vinyl electrical tape,	\$80.41			
005384	SOUTHERN CALIFORNIA EDISON	PV-170356	1/26/2017		Jan 26 2017		010-00000-0-00000-82000-55000-0-0000	\$1,777.60			
							electricity	\$1,777.60			
012709	TULARE COUNTY OFFICE OF ED.	PV-170359	2/1/2017		2017 Spelling Bee		010-00000-0-11100-10000-52000-0-0000	\$20.00			
							Registration fee for 2017 Spelling Bee at TCOE	\$20.00			
013389	US Bank Equipment Finance	PV-170354	1/20/2017		322405150		010-00000-0-00000-72000-58000-0-0000	\$847.45			
							payment for lease on copiers	\$847.45			
012434	WASTE MANAGEMENT	PV-170355	2/1/2017		4054332-0165-5		010-00000-0-00000-82000-55000-0-0000	\$527.08			
							96 gallon dumpster and 2 6yard dumpster	\$527.08			
								\$527.08			

Tulare County Office of Education
Accounts Payable Final - 2/2/2017 2:35:50

2/2/2017
2:37:39PM

**** FINAL ****
Batch No 176

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
Total District Payment Amount: \$32,696.78										

Tulare County Office of Education

Accounts Payable Final - 2/2/2017 2:35:50 PM

10 Ducor Union Elementary School Distri

2/2/2017
2:37:39PM

Page 1 of 1
APY500

** FINAL **

Batch No 176

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
Batch No 176											
Total Accounts Payable:								\$32,696.78			

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 \$32,696.78 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		\$32,658.98
130		\$37.80
Total		\$32,696.78

Tulare County Office of Education

Accounts Payable Final - 1/26/2017 1:14:39 PM

Page 1 of 1
APY500
** FINAL **
Batch No 175

1/26/2017
1:15:33PM

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
013312	AMERIPRIDE - CAFETERIA	PV-170351	1/18/2017		1501810791		130-53100-0-00000-82000-55000-0-0000 towel bar microfiber white, flats, mop wet large,	\$37.80			
							Total Check Amount:	\$37.80			
013311	AMERIPRIDE UNIFORM SERVICE	PV-170350	1/18/2017		1501810790		010-00000-0-00000-82000-55000-0-0000 mop dry, mop dry handle, towel wiper, industrial f	\$87.41			
							Total Check Amount:	\$87.41			
013339	LINDA FAYE JOHNSON	PV-170348	1/17/2017		Jan 17 2017		010-00000-0-00000-72000-58000-0-0000 for consultation services regarding operation and	\$585.00			
							Total Check Amount:	\$585.00			
013220	M. GREEN AND CO. LLP	PV-170352	12/31/2016		Fiscal year end 2016		010-00000-0-00000-71910-58000-0-0000 audit of financial statements & supplementary info	\$13,455.00			L
							Total Check Amount:	\$13,455.00			
013199	RES COM Pest Control	PV-170349	1/7/2017		1498822		130-53100-0-00000-82000-55000-0-0000 spray for ants, roaches, and spiders	\$45.00			
							Total Check Amount:	\$45.00			
012709	TULARE COUNTY OFFICE OF ED.	PV-170347	12/28/2016		171390		010-00000-0-00000-27000-58000-0-0000 TB skin testing for 7 staff at \$8 per individual	\$56.00			
	TULARE COUNTY OFFICE OF ED.	PV-170353	1/19/2017		171506		010-07200-0-11100-10000-52000-0-0101 Tech Rodeo Early registration for Kyle McDonald	\$120.00			
							Total Check Amount:	\$176.00			

Tulare County Office of Education

10 Ducor Union Elementary School District

Page 1 of 1
APY500

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FINAL

Batch No 175

Audit

Amount	Flag	EFT
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Vendor

No Vendor Name

Reference Number

Invoice	Date
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PO #

Invoice No

**Separate
Check**

Account Code

Account Code

\$14,386.21

Total District Payment Amount:

Tulare County Office of Education
Accounts Payable Final - 1/26/2017 1:14:39 PM

Page 1 of 1
 APY500

1/26/2017
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** FINAL **
 Batch No 175

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
Batch No 175										
Total Accounts Payable:								\$14,386.21		

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 \$14,386.21 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		\$14,303.41
130		\$82.80
Total		\$14,386.21

Tulare County Office of Education

Accounts Payable Final - 1/12/2017 3:54:52 PM

Page 1 of 2
APY500

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** FINAL **
Batch No 174

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
013312	AMERIPRIDE - CAFETERIA	PV-170342	12/21/2016		1501790972		130-53100-0-00000-82000-55000-0-0000 towel bar micro, flats, mop wet lrg, service char	\$37.80			
	AMERIPRIDE - CAFETERIA	PV-170343	1/11/2017		1501805927		130-53100-0-00000-82000-55000-0-0000 towel bar microfber, flats, mop wet lrg, service	\$37.80			
							Total Check Amount:	\$75.60			
013311	AMERIPRIDE UNIFORM SERVICE	PV-170345	1/11/2017		1501805926		010-00000-0-00000-82000-55000-0-0000 mop dry, mop dry handle, towel wiper, flats, black	\$87.41			
	AMERIPRIDE UNIFORM SERVICE	PV-170346	12/21/2016		1501790971		010-00000-0-00000-82000-55000-0-0000	\$87.41			
							Total Check Amount:	\$174.82			
013295	AT&T	PV-170341	12/25/2016		Dec 25 2016		010-00000-0-00000-82000-55000-0-0000 long distance charges for landlines	\$64.53			
							Total Check Amount:	\$64.53			
013417	Culligan (Water Conditioning)	PV-170337	12/31/2016		29035		010-00000-0-00000-82000-55000-0-0000 5 water gals and cool stand rental	\$14.00			
							Total Check Amount:	\$14.00			
013409	Diamond Technologies	PV-170336	12/31/2016		18468		010-00000-0-00000-82000-56000-0-0000 logged in, worked with Isidro, called for details,	\$393.75			
							Total Check Amount:	\$393.75			
013099	DON ROSE OIL COMPANY, INC.	PV-170344	12/9/2016		237268		010-00000-0-00000-82000-55000-0-0000 240 gals propane, percentage fee, compliance fee	\$372.24			
							Total Check Amount:	\$372.24			
005481	EMPLOYMENT DEVELOPMENT DEPT	PV-170335	12/31/2016		Yr 2016 Qtr 4		010-00000-0-00000-00000-95025-0-0000 state unemployment insurance	\$118.15			G
							Total Check Amount:	\$118.15			
013229	FOLLETT SCHOOL SOLUTIONS	PV-170330	8/22/2016		2012461A		010-07200-0-11100-10000-41000-0-0103 1 Holt section and chapter workbk for Physi	\$14.25			

Tulare County Office of Education

Accounts Payable Final - 1/12/2017 3:54:52 PM

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Page 2 of 2
APY500

** FINAL **
Batch No 174

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
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013382	INTERSTATE BILLING SERVICE, IN	PV-170328	11/10/2016		PR102148		010-00000-0-00000-36000-43000-0-0000	\$1,610.59			
air leak, creeping noise from air tanks, applied P											
013451	Juan T. Reyes	PV-170340	12/1/2016	005			010-00000-0-00000-31200-58000-0-0000	\$1,200.00	J		
increase parent involvement, short term counseling											
Total Check Amount:								\$1,610.59			
012443	QUILL CORPORATION	PV-170331	12/2/2016	2334830			010-00000-0-00000-27000-43000-0-0000	\$73.41			
Expo nontoxic cleaner, 36x1000 rainbow craft rolls											
	QUILL CORPORATION	PV-170332	12/13/2016	2612321			010-63000-0-11100-10000-43000-0-0000	\$6.47			
fraction bars at \$5.99 a pack											
	QUILL CORPORATION	PV-170333	12/13/2016	2607480			010-63000-0-11100-10000-43000-0-0000	\$136.04			
easy shapes 3D geometric shapes, Math whiteboards											
	QUILL CORPORATION	PV-170334	12/9/2016	2563533			010-63000-0-11100-10000-43000-0-0000	\$141.34			
fraction bars, 5str fir reinfor, 3D shapes, stick											
Total Check Amount:								\$357.26			
012681	SISC III	PV-170339	1/1/2017		Jan 1 through Jan 31		010-00000-0-00000-00000-95024-0-0000	\$19,103.60	G		
Health and Welfare benefits											
Total Check Amount:								\$19,103.60			
012470	STATE BOARD OF EQUALIZATION	PV-170329	1/1/2017		Oct. - Dec. 2016		010-00000-0-00000-36000-58000-0-0000	\$7.75			
diesel fuel tax											
Total Check Amount:								\$7.75			
012972	Tulare County Env. Health	PV-170338	1/4/2017		IN0161746		130-53100-0-00000-37000-58000-0-0000	\$351.00			
HM-small facility 5 chemicals, CUPA oversight CA s											
Total Check Amount:								\$351.00			

Tulare County Office of Education
Accounts Payable Final - 1/12/2017 3:54:52 PM

Page 1 of 1
 APY500
 ** FINAL **
 Batch No 174

1/12/2017
 3:56:51PM

Vendor		Reference	Invoice	Separate		Audit				
No	Vendor Name	Number	Date	PO #	Invoice No	Check	Account Code	Amount	Flag	EFT
								Total District Payment Amount:		
								\$23,857.54		

10 Ducor Union Elementary School District
Tulare County Office of Education
Accounts Payable Final - 1/12/2017 3:54:52 PM

1/12/2017
 3:56:51PM

Page 1 of 1
 APY500

** FINAL **
 Batch No 174

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
Batch No 174								Total Accounts Payable:	\$23,857.54	

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 \$23,857.54 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		\$23,430.94
130		\$426.60
Total		\$23,857.54

Ducor Union Elementary School District

Document Preliminary / Final Approved
(circle one)

Select the type of employee represented

TO THE GOVERNING BOARD AND THE COUNTY SUPERINTENDENT OF SCHOOLS: In compliance with the Public Disclosure requirements of AB-1200 (Statutes 1991, Chapter 1213) as well as the Salary Settlement Notification requirements of SB-1677 when Teachers Salary/Benefit Negotiations are finalized after the final budget is adopted.

Page 4 of 15

Section 4: EXPLANATIONS REGARDING PROPOSAL

Ducor Union Elementary School District

Please include an explanation for all questions.

1 Provide a brief narrative of the proposed agreement, including but not limited to:

Proposed changes in compensation, step and column, COLA, health & welfare, include effective dates.

Provide classified staff with a 2% raise, effective January 1, 2017 and settlement also include cost of settlement with termed classified staff, for one time pay out of salary and statutory benefits.

2 Were any additional steps, columns, or ranges added to the schedules? (If yes, explain)

No

3 Explain Non-Compensation Items. ie. Class Size changes, Staff Development Days, Teacher

Prep Time, etc.

No

4 Explain specific impact (positive or negative) on instructional and support programs to accommodate the settlement? Include staff reductions or increases, elimination or addition of

services or programs.

None

5 Describe contingency language included in the agreement.

No

6 Are there any major provisions that do not directly affect the district's costs such as binding arbitration, grievance procedures, etc.?

No

7 What is the Source of Funding for Proposed Agreement in Current Year?

Unrestricted-General Fund/LCFF, Restricted-Title I and Routine Maintenance(RMA), and Fund 130

8 If multi-year agreement, what is the source of funding, including assumptions used, to fund the obligations in future years?

Single Year agreement for increase of 2% for 2016-2017 for classified staff.

Section 6: IMPACT ON CURRENT YEAR

General Fund	Latest Brd Apprvd Budget	Settlement Costs Agreement Adjustments	Previously Budgeted	Other Budget Adjustments	New Projected Budget
OPERATING REVENUES					
LCFF/Revenue Sources (8010-8099)	\$1,645,244	\$0	\$0	\$0	\$1,645,244
Federal Revenues	\$160,069	\$0	\$0	\$0	\$160,069
Other State Revenues	\$108,137	\$0	\$0	\$0	\$108,137
Other Local Revenues	\$2,600	\$0	\$0	\$0	\$2,600
TOTAL	\$1,916,050	\$0	\$0	\$0	\$1,916,050
OPERATING EXPENDITURES					
Certificated Salaries	\$591,248	\$0	\$0	\$0	\$591,248
Classified Salaries	\$297,405	\$11,048	\$0	\$0	\$308,453
Employee Benefits	\$422,971	\$4,503	\$0	\$0	\$427,474
Books and Supplies	\$230,429	\$0	\$0	\$0	\$230,429
Services, Other Operating Expenses	\$506,316	\$0	\$0	\$0	\$506,316
Capital Outlay	\$0	\$0	\$0	\$0	\$0
Other Outgo	\$61,171	\$0	\$0	\$0	\$61,171
Direct/Indirect Support Costs	\$0	\$0	\$0	\$0	\$0
TOTAL	\$2,109,540	\$15,551	\$0	\$0	\$2,125,091
OPERATING SURPLUS (DEFICIT)	-\$193,490	-\$15,551	\$0	\$0	-\$209,041
OTHER FINANCING SOURCES/USES					
Transfers In	\$0	\$0	\$0	\$0	\$0
Transfers <Out>	\$0	\$0	\$0	\$0	\$0
Other Sources	\$0	\$0	\$0	\$0	\$0
Other <Uses>	\$0	\$0	\$0	\$0	\$0
Contributions	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$0	\$0
CURRENT YEAR INCREASE (DECREASE) TO FUND BALANCE	-\$193,490	-\$15,551	\$0	\$0	-\$209,041
FUND BALANCE, RESERVES					
Beginning Fund Balance	\$592,303				\$592,303
Audit Adjustments/Restatements	-\$66,280				-\$66,280
Adjusted Beginning Fund Balance	\$526,023				\$526,023
Ending Fund Balance	\$332,533	-\$15,551	\$0	\$0	\$316,982
COMPONENTS OF ENDING BALANCE:					
a. Nonspendable	\$0				\$0
b. Restricted	\$0				\$0
c. Committed	\$0				\$0
1. Stabilization Arrangements	\$0				\$0
2. Other Commitments	\$0				\$0
d. Assigned	\$0				\$0
e. Unassigned/Unappropriated	\$0				\$0
1. Reserve for Economic Uncertainties	\$0				\$0
2. Unassigned/Unappropriated	\$332,533				\$316,982
f. Total Components of Ending Fund Balance	\$332,533				\$316,982
(Line f must agree with Ending Fund Balance)					

Section 7: IMPACT ON CURRENT YEAR UNRESTRICTED RESERVES

1. State Reserve Standard		
Total Expenditures, Transfers Out and Uses	\$	2,125,091
State Standard Minimum Reserve Percentage		5%
State Standard Minimum Reserve Amount	\$	106,255
2. Budgeted Unrestricted Reserved		
1. General Fund Budgeted Unrestricted Reserved for Economic Uncertainties (9789)	\$	0
2. General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$	355,937
3. Special Reserve Fund (17) Budgeted Designated for Economic Uncertainties & Undesignated Ending Fund Balance	\$	355,937
Total District Budgeted Unrestricted Reserves (sum lines 1 - 3)		
3. Do unrestricted reserves meet the state standard minimum reserve amount?		
Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>

Section 8: CERTIFICATION

Ducor Union Elementary School District

COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN LCFF FUNDING

(a) LCFF Base Funding for year prior to settlement	\$1,360,684.00
(b) Projected LCFF Base Funding for year of settlement	\$1,269,860.00
(c) Amount of Current-Year Increase: (b) minus (a)	-\$90,824.00
(d) Percentage Increase Base LCFF Funding: (c) divided by (a)	-6.67%
(e) Total Compensation Percentage Increase from Section 3, Line 7, Page 1 for current year	2.16%

THE FOLLOWING BUDGET REVISIONS WILL BE NECESSARY TO FUND THE COSTS OF THIS AGREEMENT

Revisions must be filed with County Office of Education within 45 days of adoption (E.C. 42142)

Description	Revenue Increases	Expenditure Decreases	Fund Balance Reduction
Salaries and statutory benefits			-\$16,192
Totals (must agree with Section 6)	\$0	\$0	-\$16,192

Budget Revisions must be filed with County Office of Education on or before:

3/31/2017

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement.

District Superintendent
(Signature)

Date

**Certification of Financial
Condition**

Positive Certification
Select One

District Chief Business Officer
(Signature)

Date

Positive Certification
Select One

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on, _____
took action to approve the proposed Agreement with the _____ Bargaining Unit and adopted the new budget
figures as calculated per the agreement.

President, Governing Board
(Signature)

Date

Section 9: MULTI-YEAR PROJECTION - GENERAL FUND

Ducor Union Elementary School District

General Fund	2016-17 Projected Budget	Change	2017-18 Projected Budget	Change	2018-19 Projected Budget
Latest prepared Form MYP - ATTACH TO DISCLOSURE					
Date Prepared 12/2/2016					
It Includes this Settlement No					
Fund 01 Expenditures and Other Financing Uses	\$2,109,540		\$2,015,346		\$2,074,016
Total Available Reserves	\$366,860		\$278,458		\$104,590
IMPACT OF AGREEMENT ON AVAILABLE RESERVES	(\$12,056)		\$0		\$0
OTHER ADJUSTMENTS TO AVAILABLE RESERVES					
ESTIMATED RESERVES AFTER SETTLEMENT	\$354,805		\$278,458		\$104,590

MINIMUM RESERVE LEVEL					
Minimum Required Percent 5%					
Required Amount per Form MYP Attached	105,477		100,767		103,701
Required Amount after Settlement	106,287		100,767		103,701
Over (Under) Required Reserves	248,518		177,691		889
Reserve Requirement Met?	Yes		Yes		Yes

Section 3: Proposed Change in Compensation		Fiscal Impact of Proposed Agreement			
Compensation	Costs prior to Proposed Agreement	Current Year Increase/Decrease 2016-17	Year 2 Increase/Decrease 2017-18	Year 3 Increase/Decrease 2018-19	
Salary Schedule	\$ 192,143.00	\$3,842.86	\$0.00	\$0.00	
% Increase		2.00%	%	%	%
		\$0.00	\$0.00	\$0.00	
Step and Column			%	%	%
2 Other Compensation	\$0.00	\$5,144.00	\$0.00	\$0.00	
Stipends, Bonuses, Longevity			%	%	%
Overtime, Differential, etc					
Description of other compensation					
3 Statutory Benefits STRS, PERS, FICA, WC, UI, Medicare	\$142,728.00	\$3,068.65	\$0.00	\$0.00	
		2.15%	%	%	%
4 Health/Welfare Plans	\$196,334.00	\$0.00	\$0.00	\$0.00	
		%	%	%	%
5 Total Compensation, Add Items 1 thru 4 to equal 5	\$ 531,205.00	\$12,055.51	\$0.00	\$0.00	
		2.27%	0.00%	0.00%	%

Section 6: IMPACT ON CURRENT YEAR					
General Fund - Unrestricted	Latest Brd Apprvd Budget	Settlement Costs Agreement Adjustments	<Previously> Budgeted	Other Budget Adjustments	New Projected Budget
OPERATING REVENUES					\$1,645,244
LCFF/Revenue Sources (8010-8099)	\$1,645,244				\$0
Federal Revenues	\$0				\$60,833
Other State Revenues	\$60,833				\$0
Other Local Revenues	\$0				\$1,706,077
TOTAL	\$1,706,077		\$0	\$0	
OPERATING EXPENDITURES					\$583,868
Certificated Salaries	\$583,868	\$0			\$201,130
Classified Salaries	\$192,143	\$8,987			\$342,131
Employee Benefits	\$339,062	\$3,069			\$204,197
Books and Supplies	\$204,197				\$380,716
Services, Other Operating Expenses	\$380,716				\$0
Capital Outlay	\$0				\$61,171
or Outgo	\$61,171				\$11,061
Indirect Support Costs	\$11,061				\$1,762,152
TOTAL	\$1,750,098	\$12,056	\$0	\$0	\$56,075
OPERATING SURPLUS (DEFICIT)	-\$44,019	-\$12,056	\$0	\$0	
OTHER FINANCING SOURCES/USES					\$0
Transfers In	\$0				\$0
Transfers <Out>	\$0				\$0
Other Sources	\$0				\$0
Other <Uses>	\$0				-\$61,614
Contributions	-\$61,614	\$0	\$0	\$0	-\$61,614
TOTAL	-\$61,614				
CURRENT YEAR INCREASE (DECREASE) TO FUND BALANCE	-\$105,633	-\$12,056	\$0	\$0	-\$117,689
FUND BALANCE, RESERVES					\$473,493
Beginning Fund Balance	\$473,493				\$132
Audit Adjustments/Restatements	\$132				\$473,625
Adjusted Beginning Fund Balance	\$473,625				
Ending Fund Balance	\$367,992	-\$12,056	\$0	\$0	\$355,937
COMPONENTS OF ENDING BALANCE:					
a. Nonspendable					
b. Restricted					
c. Committed					
1. Stabilization Arrangements					
2. Other Commitments					
d. Assigned					
e. Unassigned/Unappropriated					
1. Reserve for Economic Uncertainties					
2. Unassigned/Unappropriated	\$367,992				\$355,937
f. Total Components of Ending Fund Balance	\$367,992				\$355,937
(Line f must agree with Ending Fund Balance)					

Section 3 : Proposed Change in Compensation		Fiscal Impact of Proposed Agreement			
Compensation	Costs prior to Proposed Agreement	Current Year Increase/Decrease 2016-17	Year 2 Increase/Decrease 2017-18	Year 3 Increase/Decrease 2018-19	
1 Salary Schedule	\$ 103,046.00	\$2,060.92	\$0.00	\$0.00	
% Increase		2.00%	0.00%	0.00%	%
		\$0.00	\$0.00	\$0.00	
Step and Column		0.00%	0.00%	0.00%	%
2 Other Compensation		\$0.00	\$0.00	\$0.00	%
Stipends, Bonuses, Longevity		0.00%	0.00%	0.00%	%
Overtime, Differential, etc					
Description of other compensation					
3 Statutory Benefits STRS, PERS, FICA, WC, UI, Medicare	\$66,720.00	\$1,434.48	\$0.00	\$0.00	%
		2.15%	0.00%	0.00%	%
4 Health/Welfare Plans	\$17,189.00	\$0.00	\$0.00	\$0.00	%
		0.00%	0.00%	0.00%	%
5 Total Compensation, Add Items 1 thru 4 to equal 5	\$ 186,955.00	\$3,495.40	\$0.00	\$0.00	%
		1.87%	0.00%	0.00%	%

Section 6: IMPACT ON CURRENT YEAR					
General Fund - Restricted	Latest Brd Apprvd Budget	Settlement Costs Agreement Adjustments	Previously Budgeted	Other Budget Adjustments	New Projected Budget
OPERATING REVENUES					\$0
LCFF/Revenue Sources (8010-8099)	\$0				\$160,069
Federal Revenues	\$160,069				\$47,304
Other State Revenues	\$47,304				\$2,600
Other Local Revenues	\$2,600				\$209,973
TOTAL	\$209,973		\$0	\$0	
OPERATING EXPENDITURES					\$7,380
Certificated Salaries	\$7,380	\$0			\$107,323
Classified Salaries	\$105,262	\$2,061			\$85,343
Employee Benefits	\$83,909	\$1,434			\$26,232
Books and Supplies	\$26,232				\$125,600
Services, Other Operating Expenses	\$125,600				\$0
Capital Outlay	\$0				\$0
Other Outgo	\$0				\$11,061
Direct/Indirect Support Costs	\$11,061				\$362,939
TOTAL	\$359,444	\$3,495	\$0	\$0	
OPERATING SURPLUS (DEFICIT)					
OTHER FINANCING SOURCES/USES					
Transfers In	\$0				\$0
Transfers <Out>	\$0				\$0
Other Sources	\$0				\$0
Other <Uses>	\$0				\$61,614
Contributions	\$61,614				\$61,614
TOTAL	\$61,614	\$0	\$0	\$0	
CURRENT YEAR INCREASE (DECREASE) TO FUND BALANCE					
	-\$87,857	-\$3,495	\$0	\$0	-\$91,352
FUND BALANCE, RESERVES					
Beginning Fund Balance	\$118,810				\$118,810
Audit Adjustments/Restatements	-\$66,412				-\$66,412
Adjusted Beginning Fund Balance	\$52,398				\$52,398
Ending Fund Balance	-\$35,459	-\$3,495	\$0	\$0	-\$38,955
COMPONENTS OF ENDING BALANCE:					
a. Nonspendable					
b. Restricted					
c. Committed					
1. Stabilization Arrangements					
2. Other Commitments					
d. Assigned					
e. Unassigned/Unappropriated					
1. Reserve for Economic Uncertainties					
2. Unassigned/Unappropriated					
f. Total Components of Ending Fund Balance	-\$35,459				-\$38,955
(Line f must agree with Ending Fund Balance)	-\$35,459				-\$38,955

Section 3 : Proposed Change in Compensation

Compensation	Costs prior to Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year Increase/Decrease 2016-17	Year 2 Increase/Decrease 2017-18	Year 3 Increase/Decrease 2018-19
1 Salary Schedule		\$0.00	\$0.00	\$0.00
% Increase		2.00% %	0.00% %	0.00% %
		\$0.00	\$0.00	\$0.00
Step and Column		0.00% %	0.00% %	0.00% %
2 Other Compensation		\$0.00	\$0.00	\$0.00
Stipends, Bonuses, Longevity		0.00% %	0.00% %	0.00% %
Overtime, Differential, etc				
Description of other compensation				
3 Statutory Benefits STRS, PERS, FICA, WC, UI, Medicare		\$0.00	\$0.00	\$0.00
		2.15% %	0.00% %	0.00% %
4 Health/Welfare Plans		\$0.00	\$0.00	\$0.00
		0.00% %	0.00% %	0.00% %
5 Total Compensation, Add Items 1 thru 4 to equal 5	\$ -	\$0.00	\$0.00	\$0.00
		#DIV/0!	#DIV/0!	#DIV/0!

Section 6: IMPACT ON CURRENT YEAR

Adult Ed Fund	Latest Brd Apprvd Budget	Settlement Costs Agreement Adjustments	Previously Budgeted	Other Budget Adjustments	New Projected Budget
OPERATING REVENUES					
LCFF/Revenue Limit Sources (8010-8099)	\$0				\$0
Federal Revenues	\$0				\$0
Other State Revenues	\$0				\$0
Other Local Revenues	\$0				\$0
TOTAL	\$0		\$0	\$0	\$0
OPERATING EXPENDITURES					
Certificated Salaries	\$0	\$0			\$0
Classified Salaries	\$0	\$0			\$0
Employee Benefits	\$0	\$0			\$0
Books and Supplies	\$0				\$0
Services, Other Operating Expenses	\$0				\$0
Capital Outlay	\$0				\$0
Other Outgo	\$0				\$0
Direct/Indirect Support Costs	\$0				\$0
TOTAL	\$0	\$0	\$0	\$0	\$0
OPERATING SURPLUS (DEFICIT)					
OTHER FINANCING SOURCES/USES					
Transfers In	\$0				\$0
Transfers <Out>	\$0				\$0
Other Sources	\$0				\$0
Other <Uses>	\$0				\$0
Contributions	\$0				\$0
TOTAL	\$0	\$0	\$0	\$0	\$0
CURRENT YEAR INCREASE (DECREASE) TO FUND BALANCE	\$0	\$0	\$0	\$0	\$0
FUND BALANCE, RESERVES					
Beginning Fund Balance	\$0				\$0
Audit Adjustments/Restatements	\$0				\$0
Adjusted Beginning Fund Balance	\$0				\$0
Ending Fund Balance	\$0	\$0	\$0	\$0	\$0
COMPONENTS OF ENDING BALANCE:					
Reserve for:					
Revolving Cash					
Stores					
Other Reserves					
Designations					
Economic Uncertainties					
Other Designations					
Undesignated/Unappropriated	\$0				\$0

Section 3 :Proposed Change in Compensation		Fiscal Impact of Proposed Agreement			
Compensation	Costs prior to Proposed Agreement	Current Year Increase/Decrease 2016-17	Year 2 Increase/Decrease 2017-18	Year 3 Increase/Decrease 2018-19	
1 Salary Schedule		\$0.00	\$0.00	\$0.00	
% Increase		2.00% %	0.00% %	0.00% %	
		\$0.00	\$0.00	\$0.00	
Step and Column		0.00% %	0.00% %	0.00% %	
2 Other Compensation		\$0.00	\$0.00	\$0.00	
Stipends, Bonuses, Longevity		0.00% %	0.00% %	0.00% %	
Overtime, Differential, etc					
Description of other compensation					
3 Statutory Benefits STRS,		\$0.00	\$0.00	\$0.00	
PERS, FICA, WC, UI, Medicare		2.15% %	0.00% %	0.00% %	
4 Health/Welfare Plans		\$0.00	\$0.00	\$0.00	
		0.00% %	0.00% %	0.00% %	
5 Total Compensation, Add	\$ -	\$0.00	\$0.00	\$0.00	
Items 1 thru 4 to equal 5		#DIV/0!	#DIV/0!	#DIV/0!	

Section 6: IMPACT ON CURRENT YEAR					
Child Development Fund	Latest Brd Apprvd Budget	Settlement Costs Agreement Adjustments	Previously Budgeted	Other Budget Adjustments	New Projected Budget
OPERATING REVENUES					
LCFF/Revenue Limit Sources (8010-8099)	\$0				\$0
Federal Revenues	\$0				\$0
Other State Revenues	\$0				\$0
Other Local Revenues	\$0				\$0
TOTAL	\$0		\$0	\$0	\$0
OPERATING EXPENDITURES					
Certificated Salaries	\$0	\$0			\$0
Classified Salaries	\$0	\$0			\$0
Employee Benefits	\$0	\$0			\$0
Books and Supplies	\$0				\$0
Services, Other Operating Expenses	\$0				\$0
Capital Outlay	\$0				\$0
Other Outgo	\$0				\$0
Direct/Indirect Support Costs	\$0				\$0
TOTAL	\$0	\$0	\$0	\$0	\$0
OPERATING SURPLUS (DEFICIT)	\$0	\$0	\$0	\$0	\$0
OTHER FINANCING SOURCES/USES					
Transfers In	\$0				\$0
Transfers <Out>	\$0				\$0
Other Sources	\$0				\$0
Other <Uses>	\$0				\$0
Contributions	\$0				\$0
TOTAL	\$0	\$0	\$0	\$0	\$0
CURRENT YEAR INCREASE (DECREASE) TO FUND BALANCE	\$0	\$0	\$0	\$0	\$0
FUND BALANCE, RESERVES					
Beginning Fund Balance	\$0				\$0
Audit Adjustments/Restatements	\$0				\$0
Adjusted Beginning Fund Balance	\$0				\$0
Ending Fund Balance	\$0	\$0	\$0	\$0	\$0
COMPONENTS OF ENDING BALANCE:					
Reserve for:					
Revolving Cash					
Stores					
Other Reserves					
Designations					
Economic Uncertainties					
Other Designations					
Undesignated/Unappropriated	\$0				\$0

Section 3 :Proposed Change in Compensation

Compensation	Costs prior to Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year Increase/Decrease 2016-17	Year 2 Increase/Decrease 2017-18	Year 3 Increase/Decrease 2018-19
1 Salary Schedule	\$ 25,460.00	\$509.20	\$0.00	\$0.00
% Increase		2.00%	0.00%	0.00%
		\$0.00	\$0.00	\$0.00
Step and Column		0.00%	0.00%	0.00%
2 Other Compensation		\$0.00	\$0.00	\$0.00
Stipends, Bonuses, Longevity		0.00%	0.00%	0.00%
Overtime, Differential, etc				
Description of other compensation				
3 Statutory Benefits STRS, PERS, FICA, WC, UI, Medicare	\$6,113.00	\$131.43	\$0.00	\$0.00
		2.15%	0.00%	0.00%
4 Health/Welfare Plans	\$0.00	\$0.00	\$0.00	\$0.00
		0.00%	0.00%	0.00%
5 Total Compensation, Add Items 1 thru 4 to equal 5	\$ 31,573.00	\$640.63	\$0.00	\$0.00
		2.03%	0.00%	0.00%

Section 6: IMPACT ON CURRENT YEAR

Cafeteria Fund	Latest Brd Apprvd Budget	Settlement Costs Agreement Adjustments	Previously Budgeted	Other Budget Adjustments	New Projected Budget
OPERATING REVENUES					
LCFF/Revenue Limit Sources (8010-8099)	\$0				\$0
Federal Revenues	\$125,000				\$125,000
Other State Revenues	\$12,050				\$12,050
Other Local Revenues	\$2,300				\$2,300
TOTAL	\$139,350		\$0	\$0	\$139,350
OPERATING EXPENDITURES					
Certificated Salaries	\$0	\$0			\$0
Classified Salaries	\$25,460	\$509			\$25,969
Employee Benefits	\$8,113	\$131			\$6,244
Books and Supplies	\$2,777				\$2,777
Services, Other Operating Expenses	\$105,000			-\$640	\$104,360
Capital Outlay	\$0				\$0
Other Outgo	\$0				\$0
Direct/Indirect Support Costs	\$0				\$0
TOTAL	\$139,350	\$640	\$0	-\$640	\$139,350
OPERATING SURPLUS (DEFICIT)	\$0	-\$640	\$0	\$640	\$0
OTHER FINANCING SOURCES/USES					
Transfers In	\$0				\$0
Transfers <Out>	\$0				\$0
Other Sources	\$0				\$0
Other <Uses>	\$0				\$0
Contributions	\$0				\$0
TOTAL	\$0	\$0	\$0	\$0	\$0
CURRENT YEAR INCREASE (DECREASE) TO FUND BALANCE	\$0	-\$640	\$0	\$640	\$0
FUND BALANCE, RESERVES					
Beginning Fund Balance	\$0				\$0
Audit Adjustments/Restatements	\$0				\$0
Adjusted Beginning Fund Balance	\$0				\$0
Ending Fund Balance	\$0	-\$640	\$0	\$640	\$0
COMPONENTS OF ENDING BALANCE:					
Reserve for:					
Revolving Cash					
Stores					
Other Reserves					
Designations					
Economic Uncertainties					
Other Designations					
Undesignated/Unappropriated	\$0				\$0

Parent & Teacher Organizations

Current List must be supplied for each settlement disclosure

Indx	Fund	Restricted	ObjectMajor	ObjectGroup	RevTot
0100RA02	0100	R	A. Revenues	02) Federal Revenues	\$160,069.00
0100RA03	0100	R	A. Revenues	03) Other State Revenues	\$47,304.00
0100RA04	0100	R	A. Revenues	04) Other Local Revenues	\$2,600.00
0100RB01	0100	R	B. Expenditures	01) Certificated Salaries	\$7,380.00
0100RB02	0100	R	B. Expenditures	02) Classified Salaries	\$105,262.00
0100RB03	0100	R	B. Expenditures	03) Employee Benefits	\$83,909.00
0100RB04	0100	R	B. Expenditures	04) Books and Supplies	\$26,232.00
0100RB05	0100	R	B. Expenditures	05) Services, Other Operating Expenses	\$125,600.00
0100RB08	0100	R	B. Expenditures	08) Direct Support/Indirect Costs	\$11,061.00
0100RD05	0100	R	D. Other Financing Sources/Uses	05) Contributions	\$61,614.00
0100RI01	0100	R	I. Components of Ending Fund Balance	01) Beginning Fund Balance	\$118,809.85
0100RI02	0100	R	I. Components of Ending Fund Balance	02) Audit Adjustments/Restatements	-\$66,412.00
0100UA01	0100	U	A. Revenues	01) Revenue Limit	\$1,645,244.00
0100UA03	0100	U	A. Revenues	03) Other State Revenues	\$60,833.00
0100UA04	0100	U	A. Revenues	04) Other Local Revenues	\$0.00
0100UB01	0100	U	B. Expenditures	01) Certificated Salaries	\$583,868.00
0100UB02	0100	U	B. Expenditures	02) Classified Salaries	\$192,143.00
0100UB03	0100	U	B. Expenditures	03) Employee Benefits	\$339,062.00
0100UB04	0100	U	B. Expenditures	04) Books and Supplies	\$204,197.00
0100UB05	0100	U	B. Expenditures	05) Services, Other Operating Expenses	\$380,716.00
0100UB06	0100	U	B. Expenditures	06) Capital Outlay	\$0.00
0100UB07	0100	U	B. Expenditures	07) Other Outgo	\$61,171.00
0100UB08	0100	U	B. Expenditures	08) Direct Support/Indirect Costs	-\$11,061.00
0100UD05	0100	U	D. Other Financing Sources/Uses	05) Contributions	-\$61,614.00
0100UI01	0100	U	I. Components of Ending Fund Balance	01) Beginning Fund Balance	\$473,493.22
0100UI02	0100	U	I. Components of Ending Fund Balance	02) Audit Adjustments/Restatements	\$132.24
1300BA02	1300	B	A. Revenues	02) Federal Revenues	\$125,000.00
1300BA03	1300	B	A. Revenues	03) Other State Revenues	\$12,050.00
1300BA04	1300	B	A. Revenues	04) Other Local Revenues	\$2,300.00
1300BB02	1300	B	B. Expenditures	02) Classified Salaries	\$25,460.00
1300BB03	1300	B	B. Expenditures	03) Employee Benefits	\$6,113.00
1300BB04	1300	B	B. Expenditures	04) Books and Supplies	\$2,777.00
1300BB05	1300	B	B. Expenditures	05) Services, Other Operating Expenses	\$105,000.00
1300BD01	1300	B	D. Other Financing Sources/Uses	01) Transfers In	\$0.00
1300BI01	1300	B	I. Components of Ending Fund Balance	01) Beginning Fund Balance	\$0.00

Tulare County Office of Education

Committed to Students, Support and Service

2.6

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

January 17, 2017

Isidro Rodriguez, Jr., Superintendent
Ducor Union School District
PO Box 249
Ducor CA 93218

Dear Isidro,

This will acknowledge receipt on January 17, 2017 of Allen Hunsaker's letter notifying this office of his resignation from the Ducor Union School District board.

Pursuant to Education Code Section 5091, within 60 days of filing the vacancy with the county superintendent, or the filing of a deferred resignation, the district must either make a provisional appointment or order an election. The 60-day period for this vacancy ends on March 18, 2017.


Please use the enclosed form letter, "Notifying County Superintendent of Board's Decision Whether to Appoint or Call Election for Board Vacancy," to notify my office how the district plans to fill this vacancy so that we can help you proceed with the next steps and legal requirements to be taken.

Should the board decide to make a provisional appointment, a Certificate of Appointment-Oath of Office is enclosed and may be used at the time of the appointment. If the district appoints, the appointee will take office immediately upon being sworn in and will serve until the district's election in November 2018. Our records show that Mr. Hunsaker's term also expires in 2018. Within 10 days of making a provisional appointment you must post the notice of appointment (prepared by this office) in three (3) public places in the district and notify this office so that we may publish the notice of appointment. (Education Code 5092)

Whenever there is a change in any of the items included on the Statement of Facts (copy enclosed), the district must file an amended Statement of Facts with the Secretary of State and the County Clerk, and must also file, for the departing and arriving board members, their respective conflict of interest statements (Form 700). It is available at <http://www.fppc.ca.gov/>.

If you would like additional assistance or would like a copy of our booklet *Procedures for Filling Governing Board Vacancies*, please do not hesitate to call.

Sincerely,


Jim Vidak
Superintendent of Schools

/sd

Enclosure

**NOTIFYING COUNTY SUPERINTENDENT OF BOARD'S DECISION
WHETHER TO APPOINT OR CALL ELECTION FOR BOARD VACANCY**

TO: Tulare County Superintendent of Schools, Attn: Shelly DiCenzo

FROM: Superintendent, DYCOR School District

DATE: JANUARY 18, 2017

At a regular/special meeting on DECEMBER 13, 2017, the governing board of the above-listed school district decided the following with respect to the trustee position formerly filled by ALLEN HUNSAKER:

☒ To make a provisional appointment to fill the vacancy*
An appointee (and Board Members) must be 18 years of age or older, a citizen of the state, a resident of the school district and a registered voter...Education Code 35107

☐ To order an election to fill the vacancy

Dated 1/18/17

Angene Munoz
Clerk/Secretary of said District

*If board decides to make an appointment, please specify in what newspaper you would like the county office to publish your notice of appointment after board has completed the appointment:

(name of newspaper)

You must notify the county office within 10 days of making an appointment (E.C. §5092) and post the notice of appointment in three public places in the district.

[Handwritten signature]

**NOTIFYING COUNTY SUPERINTENDENT OF BOARD'S DECISION
WHETHER TO APPOINT OR CALL ELECTION FOR BOARD VACANCY**

TO: Tulare County Superintendent of Schools, Attn: Shelly DiCenzo

FROM: Superintendent, _____ School District

DATE: _____, 20__

At a regular/special meeting on _____, 20__, the governing board of the above-listed school district decided the following with respect to the trustee position formerly filled by _____:

_____ To make a provisional appointment to fill the vacancy*
An appointee (and Board Members) must be 18 years of age or older, a citizen of the state, a resident of the school district and a registered voter...Education Code 35107

_____ To order an election to fill the vacancy

Dated _____

Clerk/Secretary of said District

*If board decides to make an appointment, please specify in what newspaper you would like the county office to publish your notice of appointment after board has completed the appointment:

(name of newspaper)

You must notify the county office within 10 days of making an appointment (E.C. §5092) and post the notice of appointment in three public places in the district.

**CERTIFICATE OF APPOINTMENT OF
GOVERNING BOARD MEMBER**

THIS CERTIFIES that the undersigned, being the remaining members of the governing board of
Ducor Union School District of Tulare County, California, on the date entered below have appointed
_____ to the office of Member of the Governing Board of the above named district to replace
Allen Hunsaker and to hold the office until the next governing board election of said district in November, 2018.
Dated: _____

Signature of remaining Board Members

OATH OF OFFICE

State of California)
)
County of Tulare)

I, _____, do solemnly swear (or affirm) that I will support and defend the
Constitution of the United States and the Constitution of the State of California against all enemies, foreign and
domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution
of the State of California; that I take this obligation freely, without any mental reservation or purpose of
evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Governing Board Member of Ducor Union School District

(Candidate Signature)

Subscribed and sworn to (or affirmed) before me, this _____ day of _____, 20__.

(Signature of person administering oath)

(Title)

Before taking office, each member must take and subscribe this Oath of Office before a governing board member, other school officer, state or county officer, judicial officer, or notary public. Send the ORIGINAL to the County Elections Office and a copy to the County Superintendent of Schools immediately after completion.



State of California Secretary of State

STATEMENT OF FACTS ROSTER OF PUBLIC AGENCIES FILING (Government Code section 53051)

Instructions:

1. Complete and mail to: Secretary of State,
P.O. Box 942870, Sacramento, CA 94277-2870 (916) 653-3984
2. A street address must be given as the official mailing address or as
the address of the presiding officer.
3. Complete addresses as required.
4. If you need additional space, attach information on an 8½" X 11" page, one sided and legible.

New Filing ☐

Update ☐

(Office Use Only)

Legal name of Public Agency: _____

Nature of Update: _____

County: _____

Official Mailing Address: _____

Name and Address of each member of the governing board:

Chairman, President or other Presiding Officer (Indicate Title): _____

Name: _____ Address: _____

Secretary or Clerk (Indicate Title): _____

Name: _____ Address: _____

Members:

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

RETURN ACKNOWLEDGMENT TO: (Type or Print)

NAME

Date

ADDRESS

Signature

CITY/STATE/ZIP

Typed Name and Title

**DUCOR UNION ELEMENTARY SCHOOL DISTRICT
NOTICE OF SALARY FOR CERTIFICATED MANAGEMENT
EMPLOYEES (CURRENT)**

Employee: Isidro Rodriguez, Jr. School Year: 2016-2017

Job Assignm Superintendent/Principal Step N/A

180 School Days

* 36 Preparation & Closing Days

216 Total Work Days

* 8.00 Hours Authorized Daily

1,728 Total Hours

89,352.00 Annual Gross Salary

+ 12.00 Months Worked

7,446.00 Gross Salary by Month

New Annual Base Salary by Percentage			Annual Base Salary Dollar Increase	
% Increase	Superintendent/Principal			
Current	\$ 89,352.00		\$ -	
1.00%	\$ 90,245.52		\$ 893.52	
1.50%	\$ 90,692.28		\$ 1,340.28	
2.00%	\$ 91,139.04		\$ 1,787.04	
2.50%	\$ 91,585.80		\$ 2,233.80	
3.00%	\$ 92,032.56		\$ 2,680.56	
3.50%	\$ 92,479.32		\$ 3,127.32	
4.00%	\$ 92,926.08		\$ 3,574.08	
4.50%	\$ 93,372.84		\$ 4,020.84	
5.00%	\$ 93,819.60		\$ 4,467.60	
10.00%	\$ 98,287.20		\$ 8,935.20	
15.00%	\$ 102,754.80		\$ 13,402.80	
20.00%	\$ 107,222.40		\$ 17,870.40	

Annual Base Salary by Percentage Dollar Increase		
% Increase	Dollar Amount	
Current	\$ -	
1.00%	\$ 2,710.40	
1.50%	\$ 3,239.10	
2.00%	\$ 3,767.79	
2.50%	\$ 4,296.49	
3.00%	\$ 4,825.18	
3.50%	\$ 5,353.88	
4.00%	\$ 5,882.57	
4.50%	\$ 6,411.27	
5.00%	\$ 6,939.97	
10.00%	\$ 12,226.92	
15.00%	\$ 17,976.27	
20.00%	\$ 23,283.33	

New Annual Employer Paid Benefits by Percentage									
% Increase	STRS (16-17 14.43 % from 12.58 %)	FICA	SUI	MEDICARE	WORKERS COMP	Total Annual Employer Paid Benefits	Annual Employer Paid Benefits Dollar Increase		
Current	\$ 11,240.48	\$ -	\$ 44.68	\$ 1,295.60	\$ 2,153.29	\$ 14,734.06	\$ -		
1.00%	\$ 13,022.43	\$ -	\$ 45.12	\$ 1,308.56	\$ 2,174.83	\$ 16,550.94	\$ 1,816.88		
1.50%	\$ 13,086.90	\$ -	\$ 45.35	\$ 1,315.04	\$ 2,185.59	\$ 16,632.87	\$ 1,898.82		
2.00%	\$ 13,151.36	\$ -	\$ 45.57	\$ 1,321.52	\$ 2,196.36	\$ 16,714.81	\$ 1,980.75		
2.50%	\$ 13,215.83	\$ -	\$ 45.79	\$ 1,327.99	\$ 2,207.13	\$ 16,796.74	\$ 2,062.69		
3.00%	\$ 13,280.30	\$ -	\$ 46.02	\$ 1,334.47	\$ 2,217.89	\$ 16,878.68	\$ 2,144.62		
3.50%	\$ 13,344.77	\$ -	\$ 46.24	\$ 1,340.95	\$ 2,228.66	\$ 16,960.61	\$ 2,226.56		
4.00%	\$ 13,409.23	\$ -	\$ 46.46	\$ 1,347.43	\$ 2,239.43	\$ 17,042.55	\$ 2,308.49		
4.50%	\$ 13,473.70	\$ -	\$ 46.69	\$ 1,353.91	\$ 2,250.19	\$ 17,124.49	\$ 2,390.43		
5.00%	\$ 13,538.17	\$ -	\$ 46.91	\$ 1,360.38	\$ 2,260.96	\$ 17,206.42	\$ 2,472.37		
10.00%	\$ 14,182.84	\$ -	\$ 49.14	\$ 1,425.16	\$ 2,368.82	\$ 18,025.77	\$ 3,291.72		
15.00%	\$ 14,827.52	\$ -	\$ 513.77	\$ 1,489.94	\$ 2,476.29	\$ 19,307.52	\$ 4,573.47		
20.00%	\$ 15,472.19	\$ -	\$ 536.11	\$ 1,554.72	\$ 2,583.95	\$ 20,146.98	\$ 5,412.93		

% Increase		Total Cost to Employer
Current	\$	123,967.66
1.00%	\$	127,473.32
1.50%	\$	128,002.01
2.00%	\$	128,530.71
2.50%	\$	129,059.40
3.00%	\$	129,588.10
3.50%	\$	130,116.79
4.00%	\$	130,645.49
4.50%	\$	131,174.19
5.00%	\$	131,702.88
10.00%	\$	136,989.83
15.00%	\$	142,739.18
20.00%	\$	148,046.24

% Increase		Total Cost to Employer
16-17	\$	19,881.50
17-18	\$	20,676.86

* Approx. 4 % Increase

2.7

Belenewatt, School Calendar ~~2017~~
 • Add July, Superintendent's Fast Day
 • Add June 29 Superintendent's Fast Day

Logo		School Name					
July 2017 Important Information <div>7</div>							
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
						1	
2	3	4 Independence Day	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30	31						

Logo		School Name					
August 2017		<div>Important Information</div> <div>23</div>					
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30	31			

Logo		School Name						
September 2017		Important Information <div>20</div>						
Sun	Mon	Tue	Wed	Thu	Fri	Sat		
					1	2		
3	4 Labor Day	5	6	7	8	9		
10	11	12	13	14	15	16		
17	18	19	20	21	22	23		
24	25	26	27	28	29	30		

Logo		School Name					
October 2017		Important Information					
		22					
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
1	2	3	4	5	6	7	
8	9 Columbus Day	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30	31 Halloween					

Logo		School Name				
<div>November 2017</div> <div>Important Information</div> <div>17</div>						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11 Veterans Day
12	13	14	15	16	17	18
19	20	21	22	23 Thanksgiving Day	24	25
26	27	28	29	30		

Logo		School Name							
<div>December 2017</div> <div>Important Information</div> <div><div></div><div></div></div>		Sun	Mon	Tue	Wed	Thu	Fri	Sat	
								1	2
		3	4	5	6	7		8	9
		10	11	12	13	14		15	16
		17	18	19	20	21		22	23
24	25	26	27	28		29	30		
31									

Logo		School Name						
<div> <div>January 2018</div> <div>Important Information</div> <div>17</div> </div>								
Sun	Mon	Tue	Wed	Thu	Fri	Sat		
	1 New Year's Day	2	3	4	5	6		
7	8	9	10	11	12	13		
14	15 ML King's Day	16	17	18	19	20		
21	22	23	24	25	26	27		
28	29	30	31					

Logo		School Name					
February 2018		Important Information					
		19					
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19 President's Day	20	21	22	23	24	
25	26	27	28				

Logo		School Name						
March 2018		<div>Important Information</div> <div>17</div>						
Sun	Mon	Tue	Wed	Thu	Fri	Sat		
				1	2	3		
4	5	6	7	8	9	10		
11	12	13	14	15	16	17		
18	19	20	21	22	23	24		
25	26	27	28	29	30 Good Friday	31		

Logo		School Name						
<div> <div>April 2018</div> <div>Important Information</div> <div>20</div> </div>								
Sun	Mon	Tue	Wed	Thu	Fri	Sat		
1 Easter Sunday	2	3	4	5	6	7		
8	9	10	11	12	13	14		
15	16	17	18	19	20	21		
22	23	24	25	26	27	28		
29	30							

Logo		School Name						
May		Important Information						
2018		22						
Sun	Mon	Tue	Wed	Thu	Fri	Sat		
		1	2	3	4	5		
6	7	8	9	10	11	12		
13 Mother's Day	14	15	16	17	18	19		
20	21	22	23	24	25	26		
27	28 Memorial's Day	29	30	31				

Logo		School Name						
June 2018		<div>Important Information</div> <div>21</div>						
Sun	Mon	Tue	Wed	Thu	Fri	Sat		
					1	2		
3	4	5	6	7	8	9		
10	11	12	13	14	15	16		
17 Father's Day	18	19	20	21	22	23		
24	25	26	27	28	29	30		

**Ducor Union Elementary School District
Superintendent Employment Agreement
Isidro Rodriguez**

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

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

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

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

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

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

- a.) School site council
- b.) English Learner Advisory Committee
- c.) Staff
- d.) School Leadership Team
- e.) Others as assigned

5. Fringe Benefits.

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

Section 125 Cafeteria Plan to the extent that such plans are made available to other District certificated employees. All contributions to such plans will be paid by the Superintendent/Principal and shall conform to all requirements of law.

- c. Post-Retirement Medical, Dental and Vision Benefits. Notwithstanding prior agreements to the contrary, the Superintendent/Principal shall not be entitled to any post-retirement benefits. The Superintendent/Principal agrees to relinquish all post-retirement rights he may have had to the District's contribution to medical, dental and vision benefits including Medicare Supplemental plans. However, the Superintendent/Principal remains eligible to purchase medical, dental and vision benefits, at his own cost, post-retirement, subject to the insurance carrier or insurance plan requirements, rules and restrictions, as those requirements, rules and restrictions may change from time to time. Superintendent/Principal agrees to be bound by any and all such changes.

6. Professional Meetings and Dues. The Superintendent/Principal shall attend professional meetings at the local, state, and national level, at the expense of the District, which the governing Board deems to be necessary and proper within the fiscal limitations of the District. The District shall pay the full cost of the Superintendent/Principal's membership dues to the Association of California School Administrators, or any other single professional group which the Superintendent/Principal chooses in order to maintain and improve his professional skills.

7. Outside Professional Activities. By prior approval of the Board, the Superintendent/Principal may undertake for consideration outside professional activities, including consulting, speaking and writing. The Superintendent/Principal's outside professional activities shall not occur during regular work hours or otherwise interfere with Superintendent/Principal's ability to satisfactorily perform the duties of the position. The Superintendent/Principal may, with prior approval of the Board, continue to draw a salary while engaged in such outside activities. In such cases, any honoraria paid to the Superintendent/Principal in connection with these activities shall be paid to the District. If the Superintendent/Principal chooses to use a holiday or non-work day to perform outside activities, the Superintendent/Principal may retain any honoraria paid. The Superintendent/Principal agrees not to use District staff or property in performing these

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

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

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

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

11. **Evaluation.** The Board shall evaluate the performance and working relationships between the Superintendent/Principal and the Board. The parties shall establish District goals and objectives for the upcoming school year. The evaluation shall be held no later than the month of April. The Superintendent/Principal shall submit a written format for the evaluation which shall be mutually agreed upon by the Board and the Superintendent.

- a. **Self-Evaluation.** To assist the Board in the evaluation process, the Superintendent/Principal shall complete a written self-evaluation. This self-evaluation shall include a review of any action plans presented to the Superintendent/Principal at previous evaluations.
- b. **Board Evaluation.** Upon receipt of the self-evaluation, the Board shall evaluate the Superintendent/Principal. To initiate the evaluation process, the Superintendent/Principal shall inform each member of the Board in writing of the need for an evaluation by February 1 each year. Upon completion, the Board shall meet with and provide a copy of the evaluation report to the Superintendent/Principal in a closed session Board meeting no later than April 30 each year; however, the Board's failure to evaluate the Superintendent/Principal or its failure to timely evaluate the Superintendent/Principal shall have no impact upon the terms of this Agreement or upon the Superintendent/Principal's salary.
- c. **Action Plan.** Based upon findings specified in the evaluation report, the Superintendent/Principal, in collaboration with the Board, will prepare an action plan, if necessary, which will address areas identified as needing clarification, emphasis or improvement. The action plan will be included as an addendum to the evaluation report. If a jointly prepared action plan cannot be agreed upon, the Board, in its sole discretion, shall issue the action plan. The Superintendent/Principal and the Board shall sign the evaluation report and the action plan. However, failure of the Superintendent/Principal to sign the evaluation or action plan shall have no legal effect upon the Superintendent/Principal's duty to implement the evaluation and action plan.

12. **Fitness For Duty Examination.** Upon request by the Board, the Superintendent/Principal shall undergo a physical/mental examination by a District appointed physician. Prior to the examination, the Superintendent/Principal agrees to execute District provided medical

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

13. Termination of Agreement.

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

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

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

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

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

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

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

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

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

18. **Mediation.** The Superintendent/Principal and Board agree to make a good faith effort to settle any dispute that arises under this Agreement through discussion and negotiations. If the dispute is not resolved within thirty (30) calendar days, the dispute shall be mediated unless the parties agree otherwise in writing. Both parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. If the parties cannot agree on a mediator, the mediator shall be appointed by the State Conciliation and Mediation Service. The mediator's fee, if any, shall be paid by the District. Each party shall bear its own attorney fees and costs. Any mediator selected by the parties shall have expertise in the area of the dispute and be knowledgeable in the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, shall not be binding on the parties. Mediation pursuant to this provision shall be private and confidential. Only the parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code sections 1115 *et seq.* and shall sign an agreement to that effect.

19. **Governing Laws and Venue.** This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in Tulare County, California.

20. **Severability.** If any term or provision of the Agreement shall, to any extent, be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of the Agreement shall continue in effect.

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

31. **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

32. **Public Record.** The parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

33. **Waiver.** Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.

Dated: _____, 2017

Isidro Rodriguez
District Superintendent/Principal

Dated: _____, 2017

Board President
Ducor Union Elementary School District

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

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

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

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

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

Dated: _____, 2017

Isidro Rodriguez
District Superintendent/Principal

This Agreement was approved by the Governing Board in open session at a regularly called meeting held on _____