Ducor School Board Attendance:

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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

June 13, 2017 Meeting Place: Library, Room 23 Open Session 5:30 PM

resolution: 3

	*Possible board action
	Agenda
1.	Called to order: Time!
	President Jim Koontz Board Member Flora Rodriguez Board Member Mary McGill Clerk Amparo Mariscal Superintendent
	Pledge of Allegiance
	12 Introduction of Visitors: NO NE
	1.3 Community Input: Howk, Mchill Hapkuro Cooky Class Regular Business Agenda: Board Action Ballon Fools 2.1 * May 19, 2017 Board Minutes: Review of minutes for any corrections. Vo Connects
2.	Regular Business Agenda: Board Action Policy Fool
	2.1 * May 19, 2017 Board Minutes: Review of minutes for any corrections. No Connects
	Action; Mr. Koontz Mrs. Rodriguez Mrs. Hughos Mrs. Mariscal Mrs. McGill
	2.2 * Accounts Payable: monthly bills paid for the month of May and June.
	Action: Mr. Koontz Mrs. Rodrigue Mrs. Hugher Mrs. Mariscal ZMrs. McGill
	2.3 * Inter-District Agreement for 2017-18: Two students requesting transfers to Hope Elementary School.
	Action: Mr. Koontz Mrs. Rodrigue Kars. Hugh Mrs. Mariscal Mrs. McGill 2
	2.4 * Shared Business Support Services Agreements: external business service agreement to continue business with TCOE to provide, plan, prepare school budget reports. The contract amount is \$16, 229.00.
	to provide, plan, prepare school budget reports. The contract amount is \$16, 229.00. Action: Mr. Koontzul Mrs. Rodrigue Whrs. Hughes Mrs. Mariscal Mrs. McGill
	2.5 * Management Personal Business Leave Proposal: Mr. Sosa is requesting to change the language which only gives management one (1) personal business day leave to reflect three (3) personal business day.
	Action: Mr. Koontz
	2.6 * Request for Qualification (RFQ): the RFQ is to accept bids for a new roof for the main office building, the breezeway and the kindergarten building.
	Action: Mr. Koontz M Mrs. Rodriguez Mrs. Hughes Mrs. Mariscal Mrs. McGill Ay 70 Bul Dorol
	2.7 * UPDATE Librarian Technician job description: CSEA and Ducor School agreed on a few changes to remove language stating employee will train volunteer adults. CSEA agreed with the changes and approve the new job description.
	Action: Mr. Koontz/ Mrs. Rodrigue HMrs. Hughes Mrs. Mariscal 2 Mrs. McGill / CSCA Charles

	2.8 * School Works Inc. 2017-18 State funding and eligibility contract: School Works Inc. helps Ducor School to receive state funding for modernization and or new construction based on the application process necessary to qualify. Annual base fee is \$3000.
	Action: Mr. Koontz. M. Mrs. Rodrigue Mrs. Hughes Mrs. Mariscal Mrs. McGill
	2.9 * Declaration of Need for 2017-18 school year: Limited assignment permit covering anticipated instructional needs during the school year. A teacher assignment may be permitted to teach outside their certification based on the need for the students and school daily core curriculum program.
	Action: Mr. Koonty Mrs. Rodriguez Mrs. Hugher Mrs. Mariscal Mrs. McGill
	2.10 * Agreement for temporary certificated employment: This agreement is to offer employment for the 2017-18 school year, Sabrina Flores, first grade and Rachel Centeno, fourth grade. Both candidates are pending to be approved through TCOE.
	Action: Mr. Koont Mrs. Rodright Mrs. Hughes Mrs. Mariscal Mrs. McGill
	V
3.	Informational:
	3.1 LCAP; 2017-18 LCAP plan for review.
	3.2 Budget Report 2017-18 School year for review
	3.3 Attendance Report 3.4 California Public Records Act to Private Accounts
	3.5 CSBA policy development workshop
	3.6 2017-18 Ducor School Staff positions
4.	Adjourn to Closed Session: Time: Letter Closed Session: Keenk W Am / Mar. 2nl
5.	Closed Session: Keenk W Am / Flow. 2nl
	5.1 Employee Business
6.	Report Out of Closed Session Time:
	6.1 Actions Taken:
7.	Adjournment: Time: 6 3 h

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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

May 9, 2017 Meeting Place: Library, Room 23 Open Session 5:30 PM

resolution: 3

*Possible board action

Minutes

1.	Called to order: Time:5:31 pm
	x President Jim Koontz x_Board Member Flora Rodriguez _x_ Board Member Mary McGill _x_Board Member Patricia Hughes abs_Clerk Amparo Mariscalx_ Superintendent
	1.1 Pledge of Allegiance
	1.2 Introduction of Visitors: Maryann Woodruff and Florence Pace
	1.3 Community Input: Mrs. Woodruff talked about the school being a positive school, good student behavior, Mr. Reyes and his help with student positive behavior, Mr. Reyes helping students with challenges in the classroom, teaching a combo class is hard but a learning experience. Curriculum changes in combo class
	Mrs. Pace agreed with the combo class challenges, math challenges in 2 nd grade, combo class is hard, using guided reading program helps students with reading and understanding, mix grade level to read at own level reading books, need for new ELA curriculum because books for students are out dated, students cannot relate to stories
2.	Regular Business Agenda: Board Action
	2.1 * April 18, 2017 Board Minutes: Review of minutes for any corrections. There were no concerns questions or changes needed. Action Approved:
	Action: Mr. Koontz_m_ Mrs. Rodriguez_aye_ Mrs. Hughes_1_ Mrs. Mariscal_abs_ Mrs. McGill _2
	2.2 * Accounts Payable: monthly bills paid for the month of April and the beginning of May. Board member Mary McGill asked what American Incorporated was. Superintendent Rodriguez and Mrs. Pace recalled it was the A/C unit check because it was not heating up. The technician explained that the unit had a switch that needed to be reset. Board Member Mary McGill asked if the payment to TCOE was for the CPR training. Superintendent Rodriguez answered yes. Action: Approved
	Action: Mr. Koontzm_ Mrs. Rodriguez_aye_ Mrs. Hughes2_ Mrs. Mariscalabs Mrs. McGill1
	2.3 * Inter-District Agreement for 2017-18: Four students enrolling from Terra Bella District to Ducor School grade levels Kindergarten, fourth and seventh grades. Discussion about past experience with students. Three students attending have prior history. Unknown information about another student enrolling, Action: Approved
	Action: Mr. Koontzm_Mrs. Rodriguez_2_Mrs. Hughes1Mrs. Mariscalabs Mrs. McGillaye
	2.4 * Bus Driver Training Agreement: Agreement between Ducor School and Mr. Jeff Delk, to attend bus driving training. Superintendent Rodriguez explained that the contract was to have the new bus driver agree and accept if the school district was to pay for the education bus driving class time. No fee was necessary to take the class. No action was taken.
	Action: Mr. Koontz Mrs. Rodriguez_ Mrs. Hughes Mrs. Mariscal Mrs. McGill

	2.5 * Library Technician: Updated job description for the 2017-18 school year. Superintendent Rodriguez explained that the 2004 Library Technician job description and qualifications was outdated and needed to be updated. A new library technician job description met the new standards and qualifications. Superintendent Rodriguez explained that CSEA will be requesting to negotiate any changes if needed. Action: Approved
	Action: Mr. KoontzmMrs. Rodriguez_aye_ Mrs. Hughes_1 Mrs. Mariscalabs Mrs. McGill2
	2.6 * 2017-18 Ducor School Calendar: The calendar indicates the school schedule. Comments were made about the start date and end date. Discussions about the vacation time, spring break schedule and the schedule parallel PUSD. Action: Approved
	Action: Mr. Koontz_m Mrs. Rodriguez_2_Mrs. Hughes_1 Mrs. Mariscal_abs Mrs. McGill _aye
_	2.7 * Storage Container: Request to purchase a storage container for an estimate cost of \$3,300. Superintendent Rodriguez explained that the container would help with storing PE equipment, help with CHOICES program after school, and other items. The older unit would be cleared and any unwanted or unused items would be recycled or disposed of. Maintenance than can use the container to store items as needed. Shelving was also discussed to help with organization. President Koontz asked about the container and what would be included. Superintendent Rodriguez explained that it was a basic unit, no other additional features included. Mrs. Pace was surprised at the price for the unit. She believed that the cost would be far less if the unit was purchased locally. She explained that there was a business in Lindsay that sold containers and that we should look into that. The board agreed to the container and Superintendent Rodriguez would look into the local business to purchase the unit. Action: Approved
	Action: Mr. Koontz_m Mrs. Rodriguez_aye_ Mrs. Hughesl Mrs. Mariscal _abs Mrs. McGill2
	2.8 * Transportation: Request to purchase a new/used 2016 passenger van. Superintendent Rodriguez explained that the transportation line item had significant amount of money left and that it had to be spent if the school did not want to submit a plan to TCOE/CDE and to not get an audit finding. Super. Rodriguez submitted a proposal to replace the existing SUV with a new/used transit van. The van would occupy 15 passengers. Super. Rodriguez expressed interest in the Ford 250 transit. Board Member Trish Hughes liked the idea of having a new vehicle. Board President Koontz said that the school could go places. Board Member Mary McGill said the van could be used for field trips. Mrs. Woodruff expressed the idea to take students up to the park to visit the Redwood trees. Mrs. Pace said that she knows the teachers would use it. Action: Approved
	Action: Mr. Koontz m Mrs. Rodriguez aye Mrs. Hughes 1 Mrs. Mariscal abs Mrs. McGill 2
	2.9 * DTA association: Bargaining union request salary increase for the 2017-18 school year. Super. Rodriguez explained and reviewed the percentage increase. Mr. Sosa explained and reviewed the H&W cost increase for the 2017-18 school year. Mrs. Pace explained that DTA would agree to begin bargaining with one item and move onto negotiation on another item after. Board President Koontz motions to move to close session. Action: Approved
	Action: Mr. Koontz_m_ Mrs. Rodriguez_2_Mrs. Hughes_1_ Mrs. Mariscal_abs_ Mrs. McGill _aye
	2.10 * Superintendent Contract for 2017-18: Contract submitted for review and approval. Board President Koontz motion to move to close session. Action Approved
	Action: Mr. Koontz_m Mrs. Rodriguez_2_Mrs. Hughes_1 Mrs. Mariscal_abs Mrs. McGillaye
	Informational:
	3.1 Attendance:
	3.2 LCAP: Band for Today
	3.3 Cooking class invite
	3.4 Notice of Public Hearing on the 2017-18 budget hearing.
	3.5 LCAP
	3.5 Parent Club now PTA
	3.6 Parent letter and May Calendar
	Adjourn to Closed Session: Time: 6:38 pm

5. Closed Session:

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5.1 Employee Business

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6.	Report Out of Closed Session:	Time: 6:56 PM	
App	6.1 Actions Taken: 2.9 DTA association rove, 1% certificated salary increase for the 2	on: Bargaining union request salary incre 2017-18 school year including H&W inc	ease for the 2017-18 school year. Action: crease coverage.
	Action: Mr. Koontz_m_ Mrs. Rodriguez	z_aye_ Mrs. Hughes1 Mrs. Marisca	ıl _abs Mrs. McGill2
App	2.10 Superintender proved, 3% increase for the 2017-18 school years.	nt Contract for 2017-18; Contract submi ear.	tted for review and approval. Action:
	Action: Mr. Koontz_m Mrs. Rodriguez	z_2_Mrs. Hughes_1 Mrs. Mariscal	_abs Mrs. McGillaye
7.	Adjournment:	Time: 6:57 PM	
	Action: Mr. Koontz_m Mrs. Rodriguez	z_2_Mrs. Hughes_IMrs. Mariscal	_abs Mrs. McGillaye
Du	cor School Board Attendance:		Date:
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Page 1 of 2 APY500

Ci	Vendor		Reference	Invoice			Separate	** FINAL ** Batch No 191
	No	Vendor Name	Number	Date	# Od	Invoice No	Check Account Code	Amount Flag EFT
9	013312	AMERIPRIDE - CAFETERIA	PV-170601	6/7/2017		150190407	130-53100-0-00000-82000-55000-0-0000 towel bar microfiber, mop wet large, service charg	\$38.60
							Total Check Amount:	\$38.60
	013311	AMERIPRIDE UNIFORM SERVICE	PV-170600	6/7/2017		150190403	010-00000-0-00000-82000-55000-0-0000	\$90.57
							mop dry, mop dry handle, towel wiper, mats, servic	
							Total Check Amount:	\$90.57
	013383	CVIN ILC	PV-170602	6/1/2017	,	9011	010-00000-0-00000-27000-59000-0-0000 Internet connection	\$109.15
							Total Check Amount:	\$109.15
	013099	DON ROSE OIL COMPANY, TNC	PV-170599	6/2/2017		249372	010-00000-0-00000-82000-55000-0-0000	\$286,61
							loaded 200gal of propane at 1.309a gal. plus perce	
					•		Total Check Amount:	\$286.61
·	012182	DUCOR CASH REVOLVING	PV-170596	6/8/2017		ch# 680	010-00000-0-00000-27000-59000-0-0000	\$116.00 M
							Post Office box renewal for 1 year	
							Total Check Amount:	\$116.00
	013386	013386 G&S Electric	PV-170598	5/26/2017		3433	010-00000-0-00000-82000-56000-0-0000 remove light fixture cover, lense needed new balla	\$278.65
							Total Check Amount:	\$278,65
	011547	011547 PORTERVILE RECORDER	PV-170595	5/31/2017		705539	010-00000-0-00000-71100-58000-0-0000 Notice of Public Hearing announcement	\$101.76
	٠						Total Check Amount:	\$101.76
	012652	012652 SIGNAL AUTO PARTS	PV-170597	5/22/2017		35782	010-11000-0-00000-82000-43000-0-0000 spin on lube, excavators, radial seal, Ford oil,	\$81.36
						,	Total Check Amount:	\$81.36
	012141	SMART & FINAL	PV-170603	6/7/2017		trans#166	010-90358-0-71100-40000-43000-0-0000	\$297.42

food items for Summer Night Lights bar-b-que

Page 2 of 2 APY500	** FINAL ** Batch No 191	Audit	Amount Flag EFT	\$297,42
6/8/2017 2:58;57PM			-	Total Check Amount:
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Page 1 of 1 APY500	** FINAL **	Batch No 191	Audit	Amount Flag EFT
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\$1,400.12

Total District Payment Amount:

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	10 Ducor Union Elementary School Distri

Amount Flag EFT Audīt Batch No 191 ** FINAL ** 6/8/2017 2:58:57PM Account Code Separate Check

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 \$1,400.12 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).

Authorizing Signature

Date

Total	\$1,361.52	\$38.60	\$1,400.12
Fund Summary	010	130	Total

Page 1 of 1 APY500

\$1,400.12

Total Accounts Payable:

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Batch No 191

Invoice Date

Reference Number

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Page 1 of 2 APY500

6/1/2017 3:57:07PM

** FINAL ** Batch No 190 Audit Amount Flag EFT	\$38.60	\$90.57 \$9 0.57	3.00 G	\$51.36 \$51.36	\$50.00 N	5.00 J 5.00 J	\$200.00 200.00	\$52.53
** FIJ Batch Am	\$38.60	\$90.57	\$4,478.00 \$4,478.00	\$5] \$51	\$5(\$50	\$2,935.00 \$2,105.00 \$5,040.00	\$200.00 \$200.00	Ω π
Separate Check Account Code	130-53100-0-00000-82000-55000-0-0000 towel bar, mop wet large, service charge	010-00000-0-00000-82000-55000-0-0000 mop dry 24", mop dry handle, towel wiper, mats Total Check Amount:	010-42030-0-00000-00000-82900-0-0000 recovery of Title III funds not spent for 2014-201 Total Check Amount:	010-00000-0-11100-10000-52000-0-0000 reimbursement for mileage to TCOE for CPR class	010-90358-0-71100-40000-56000-0-0000 charge for bouncehouse rental and setup for Summer Total Check Amount:	010-07200-0-11100-10000-58000-0-0303 increase parent involvement, short term counseling 010-07200-0-11100-10000-58000-0-0301 Total Check Amount:	010-90358-0-71100-40000-56000-0-0000 port-o-potty, tables and chairs rental for Summer Total Check Amount:	010-00000-0-11100-10000-52000-0-0000 reimbursement for mileage for travel to TCOE for C
Invoice No	1501905377	1501905374	C-058206	May 23	001	600		523
# Od		2	_	7	7	7	_	
Invoice Date	5/31/2017	5/31/2017	5/12/2017	5/18/2017	6/7/2017	5/1/2017	6/7/2017	5/18/2017
Reference	PV-170592	PV-170591	PV-170588	PV-170590	PV-170594	PV-170587	PV-170593	PV-170589
r Vendor Name		1 AMERIPRIDE UNIFORM SERVICE	8 CALIFORNIA DEPT OF EDUCATION	.5 DEBI BATES	013443 Joel Rangel	i1 Juan T. Reyes Juan T. Reyes	38 Maricela Valencia	74 ROSALVA AVILA
Vendor	013312	013311	012778	012865	01344	013451	013408	013374

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Vendor		Reference	Invoice			Separate		Audit
	Vendor Name	Number		# Od	Invoice No	Check Account Code		Amount Flag EFT
005384 SOUT	SOUTHERN CALIFORNIA	PV-170583	5/26/2017		May 26 2017	010-0000-0-00000-82000-55000-0-0000	. 0000-0	\$1,950.99
NOSTGE						electricity		
						Total Chec	Total Check Amount:	\$1,950.99
012837 SUPP	SUPPLYWORKS	PV-170586	5/26/2017		401854294	010-00000-0-00000-82000-55000-0-0000 foam skin cleanser, urinal scrub, bath tissue, lin	0-0000 ئ االا بڑ	\$706.41
		-				Total Chec	Total Check Amount:	\$706.41
012106 TERE	012106 TERRA BELLA IRRIGATION	PV-170584	5/29/2017		1352	010-00000-0-00000-82000-55000-0-0000	0-0000	\$42.32
SUP	<u>ال</u>					sprinkler wire 8 strand, dear cement, coupler, ty	er, ty	
						Total Chec	Total Check Amount:	\$42.32
012709 <u>TUL</u> A	012709 TULARE COUNTY OFFICE OF	PV-170581	5/19/2017		172459	010-62640-0-11100-10000-58000-0-0000	0-0000	\$125.00
<u>.</u>						RIRA training fee at TCOE for Florance Pace	as	
		*				Total Chec	Total Check Amount:	\$125.00
012434 WAS	012434 WASTE MANAGEMENT	PV-170582	5/1/2017		4095050-0165-4	010-00000-0-00000-82000-55000-0-0000 trash, gallon toter, dumpster services for May	-0-0000 ay	\$527.08
						Total Chec	Total Check Amount:	\$527.08

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Page 1 of 1 APY500

** FINAL **

Batch No 190

Amount Flag EFT Audit

\$13,352.86

Total District Payment Amount:

Check Account Code

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10 Ducor Union Elementary School Distri Accounts Payable Final - 6/1/2017 3:56:29 PM Tulare County C... ce of Education

Page 1 of 1 **APY500**

** FINAL **

\$13,352.86

Total Accounts Payable:

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Separate Check above vendors in the amounts indicated on the preceding Accounts Payable Final totaling \$13,352.86 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund

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

in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

Date

Authorizing Signature

\$13,352.86

Total

\$38.60

\$13,314.26

Total

Fund Summary

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5/25/2017	3:39:32PM
or Union Elementary School Distrigue Tulare County C., ice of Education	Accounts Payable Final - 3/23/2017 5:58:12 PM
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Page 1 of 3 APY500

							** FINAL **
Vendor		Reference	Invoice			Separate	Batch No 189
No Vendor Name	ıme	Number		# 0d	Invoice No	Check Account Code	Amount Flag EFT
012999 ADVANCED	ADVANCED MICRO SYSTEMS	PV-170564	5/22/2017		180068	010-00000-0-00000-27000-58000-0-0000 Network Optimization Agreemnt paymnt for June	\$536.00
						Total Check Amount:	\$536.00
013312 AMERIPRID	AMERIPRIDE - CAFETERIA	PV-170579	5/17/2017		1501895462	130-53100-0-00000-82000-55000-0-0000	\$38.60
AMERIPRID	AMERIPRIDE - CAFETERIA	PV-170580	5/24/2017		1501899465	towel bal michaliber, may wet rarge, service charge 130-53100-0-00000-82000-55000-0-0000 towel bar microfiber white, mop wet large, service	\$38.60
						Total Check Amount:	\$77.20
013311 AMERIPRIDI SERVICE	AMERIPRIDE UNIFORM SERVICE	PV-170577	5/17/2017		1501895460	010-00000-0-00000-82000-55000-0-0000	\$90.57
AMERIPRID	AMERIPRIDE UNIFORM SERVICE	PV-170578	5/24/2017		1501899461	mop dry, mop dry handle wood, towel wiper, mats 010-00000-0-00000-82000-55000-0-0000	\$50.57
						Total Check Amount:	\$181.14
013243 Education a	Education and Leadership	PV-170557	5/8/2017		1221	010-30100-0-11100-10000-58000-0-0000	\$26,000.00
, .						agency providing professional tutoring services fo	
		-				Total Check Amount:	\$26,000.00
013386 G&S Electric	ij	PV-170563	5/12/2017		3414	010-00000-0-00000-82000-56000-0-0000 rehooked up power to 2 pole lights, installed bulb	\$408.18
						Total Check Amount:	\$408,18
012713 IMAGESTUF	IMAGESTUFF.COM (School	PV-170556	5/9/2017		order#200002689	010-00000-0-11100-10000-43000-0-0000	\$37.97
(BITT						4 perfect attendance plaques	
						Total Check Amount:	\$37.97
013278 ISIDRO RODRIGUEZ	'DRIGUEZ	PV-170558	5/5/2017		5517	010-00000-0-11100-10000-43000-0-0000 baseball/softball equipment, bases and helmets	\$90.56
						Total Check Amount:	\$90.56
013339 LINDA FAYE JOHNSON	E JOHNSON	PV-170562	5/22/2017		May 22	010-00000-0-00000-72000-58000-0-0000 for services rendered in the consultation of LCAP	\$1,365.00

Tulare County Cce of Education	Accounts Payable Final - 5/25/2017 3:38:12 PM
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Page 2 of 3 APY500

5/25/2017 3:39:38PM

						** FINAL ** Batch No 189
Vendor	Reference	Invoice			ø	Audit
No Vendor Name	Number	Date F	PO# Inv	Invoice No	Check Account Code	Amount Flag EFT
					Total Check Amount:	\$1,365.00
012267 MCGIL, MARY	PV-170559	5/15/2017	5152	6	010-00000-0-11100-10000-43000-0-0000 food items purchased for Mary's cooking class pare	\$825.56
					Total Check Amount:	\$825.56
012443 QUIL CORPORATION	PV-170572	5/2/2017	64688	8988	010-00000-0-00000-27000-43000-0-0000	\$11.84
QUILL CORPORATION QUILL CORPORATION	PV-170573 PV-170574	5/2/2017 5/2/2017	646 647	6465605 6472555	guii raled yellow baus 010-00000-0-00000-27000-43000-0-0000 010-00000-0-00000-27000-43000-0-0000	\$11.84 \$322.16
QUILL CORPORATION	PV-170575	5/9/2017	99	6626125	1 hole punch, predise rolling ball, copy paper, en 010-00000-0-00000-27000-43000-0-0000	*170.22
QUILL CORPORATION	PV-170576	5/16/2017	. 683	6839227	10 packs envelopes w/window, 10 packs reg, envelop 010-00000-0-00000-27000-43000-0-0000 ink cartridges, paper clips,	\$49.62
					Total Check Amount:	\$565.68
013199 RES COM Pest Control	PV-170569	5/6/2017	153	1535235	130-53100-0-00000-82000-55000-0-0000 spray cafeteria area for ants, roaches, and spider	\$45.00
					Total Check Amount:	\$45.00
013374 ROSALVA AVILA	PV-170567	4/26/2017	426		010-00000-0-11100-10000-52000-0-0000 reimbursement for mileage for travel to Staff conf	\$47.62
					Total Check Amount:	\$47.62
013168 SCHOOL MATE	PV-170560	5/9/2017	NI ON	IN000464100	010-00000-0-11100-10000-43000-0-0000 120 qty student agendas	\$258.00
					Total Check Amount:	\$258.00
013469 Shropshire Containers	PV-170561	5/1/2017	\$1752	52	010-81500-0-00000-81100-43000-0-0000 40' HC container used for storage-\$2784.22 plus sa	\$3,000.00
					Total Check Amount:	\$3,000.00
012141 SMART & FINAL	PV-170565	5/22/2017	trai	trans#198	010-63000-0-11100-10000-43000-0-0000 purchase of pizza and drinks to honor 8th grd Read	\$39.24

5/25/2017	3:39:38PM
.5	"Accounts Payable Final - 5/25/2017 3:38:12 PM
10 Discor Union Flamentary School Die	

Tulare C 10 Ducor Union Elementary School Distri Accounts Payal	y School Die	Tu Stri Account	llare County O s Payable Final	Tulare County O. 1ce of Education 5/25/2017 Ints Payable Final - 5/25/2017 3:38:12 PM 3:39:38PM	17 Page 3 of 3 PAP500
	. ,			Commence	** FINAL ** Batch No 189
Vendor No Vendor Name	Reterence Number	Invoice Date PO	PO # Invoice No	Separate Check Account Code	Amount Flag EFT
				Total Check Amount:	\$39,24
013468 Sue Sa s Creative Catering	PV-170568	4/26/2017	May 31st event	010-00000-0-00000-27000-43000-0-0000 end of year staff luncheon catered by Sue Sa Creat	\$498.00
				Total Check Amount:	\$498.00
012709 TULARE COUNTY OFFICE OF	PV-170570 10/30/2016	10/30/2016	170951	010-00000-0-00000-52000-58000-0-0000	\$45.00
ED. TULARE COUNTY OFFICE OF	PV-170571	4/10/2017	172183	Registration fee for CPR class at TCOE for Mr. Hil 010-00000-0-00000-27000-58000-0-0000	\$90.00
Ġ				Registration CPR fee Debi B. and Rosa A. at \$45 ea	\$ 6 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
				Total Check Amount:	\$135.00
013352 Virginia Rubio	PV-170566	4/28/2017	428	010-00000-0-11100-10000-52000-0-0000 reimbursement for mileage for travel to Support st	\$45.26
				Total Check Amount:	\$45.26

5/25/2017 3:39:38PM 10 Ducor Union Elementary School Distri Accounts Payable Final - 5/25/2017 3:38:12 PM Tulare County O...ce of Education

Page 1 of 1 APY500

\$34,155,41

Total District Payment Amount:

Check Account Code

Invoice No

Od

Invoice Date

Reference Number

Vendor Name

Vendor õ

Separate

Amount Flag EFT

Audit

Batch No 189 ** FINAL **

10 Ducor Union Elementary School Distri Accounts Payable Final - 5/25/2017 3:38:12 PM Tulare County Onice of Education

5/25/2017 3:39:38PM

Page 1 of 1 ** FINAL ** **APY500**

Batch No 189

Audit

Amount Flag EFT

\$34,155.41

Total Accounts Payable: Account Code Separate Check Invoice No

₩ 0d

Batch No 189

Invoice Date

Reference Number

Vendor Name

Vendor 8 N

above vendors in the amounts indicated on the preceding Accounts Payable Final totaling \$34,155.41 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). The School District hereby orders that payment be made to each of the

Authorizing Signature

Date

Fund Summary	Total
010	\$34,033.21
130	\$122.20
Total	\$34,155,41

7/11/2017	
Tulare County Oce of Education	oucor Union Elementary School Distri Accounts Payable Final - 5/11/2017 3:25:55 PM
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Page 1 of 2 APY500

** FINAL ** Batch No 188 Audit	Amount Flag EFT	\$38.60	\$ 38.60	\$90.57 \$90.57	\$8.07 \$8.07	\$20.00	\$20.00	\$239.62	\$549.45	\$789.07	\$79.80 M	\$79.80	\$18.35	\$18.35	\$58.85	70 07
** FJ Batci	An	₩ ţ	M M	\$\$ 6	or ₩	₩.	\$	\$23	₩ •	\$78	'∕›	\$7	₩.	4	₩	ŧ
Separate	Check Account Code	130-53100-0-00000-82000-55000-0-00000 towelbar microfiber, mop wet large, service charge	Total Check Amount:	010-00000-0-00000-82000-55000-0-0000 mop dry, mop dry handle, towel wiper, mats Total Check Amount:	010-00000-0-00000-82000-55000-0-0000 school landlines Total Check Amount:	010-00000-0-00000-82000-55000-0-0000 2 5gal water, plus stand rental	Total Check Amount:	010-0000-0-0000-82000-25000-0-0000	loaded 170gal at 1.309, percentage fee, compliance 010-00000-0-00000-36000-43000-0-0000	loaded 200gals diesel at 2.31, state tax, spillage Total Check Amount:	010-00000-0-00000-27000-59000-0-0000 Priority shipping stamps (12)	Total Check Amount:	010-00000-0-00000-27000-43000-0-00000 reimbursement for purchase of items for 5 de mayo	Total Check Amount:	. 010-62640-0-11100-10000-52000-0-0000 mileage reimbursement for travel to training at co	
		4.		41						.						
	Invoice No	1501890544		1501890541	Apr 25	29807		246379	208417		ch#673		53		may 5	
	# Od										·					
Invoice	Date	5/10/2017		5/10/2017	4/25/2017	4/30/2017		5/2/2017	4/20/2017		5/5/2017		5/3/2017		5/5/2017	
Reference	Number	PV-170555		PV-170554	PV~170546	PV-170548		PV-170544	PV-170547		PV-170551		PV-170553		PV-170552	
	Vendor Name	AMERIPRIDE - CAFETERIA		AMERIPRIDE UNIFORM SERVICE	AT&T	Culligan (Water Conditioning)		DON ROSE OIL COMPANY,	INC. DON ROSE OIL COMPANY, INC.		DUCOR CASH REVOLVING FUND		013278 ISIDRO RODRIGUEZ		PACE, FLORANCE	-5.
Vendor	Ñ	013312		013311	013295 AT&T	013417		013099		٠	012182		013278		012703	

Page 2 of 2 APY500	** FINAL ** Batch No 188 Audit	Amount Flag EFT	\$19,103.60 G	\$19,103.60	\$19.43	\$19,43	\$351.37	\$351.37
5/11/2017 3:27:03PM			5024-0-0000	Total Check Amount:	3000-0-0000 leeting	Total Check Amount:	5000-0-0000 ter, bath t	Total Check Amount:
Tulare County O., Ice of Education 10 Ducor Union Elementary School Distri Accounts Payable Final - 5/11/2017 3:25:55 PM	Separate	Check Account Code	010-00000-0-00000-95024-0-0000 Health & Welfare benefits	Tota	010-00000-0-11100-10000-43000-0-0000 50ct package bottled water for PTA meeting	Tota	010-00000-0-00000-82000-55000-0-0000 foam skin deanser, intercept micro filter, bath t	Tota
Tulare County Ints Payable Final		Invoice No	May 1 - May 3.1		trans# 126		399772912	
Tula Accounts	Invoice	Date PO#	5/1/2017		4/26/2017		5/5/2017	
ary School Dis	Reference	Number	PV-170550		PV-170549		PV-170545	
10 Ducor Union Element	Vendor	No Vendor Name	012681 SISCIII		012141 SMART & FINAL		012837 SUPPLYWORKS	

Tulare Co 10 Ducor Union Elementary School Distri Accounts Payabl	ıry School Dis	itri Accou	Tulare ints Pay	e County Oce of Education ayable Final - 5/11/2017 3:25:55	.,ce of E 5/11/20	County O ce of Education able Final - 5/11/2017 3:25:55 PM	5/11/2017 3:27:03PM	Page 1 of 1 APY500
								** FINAL **
								Batch No 188
Vendor	Reference	Invoice			Separate			Audit
No Vendor Name	Number	Date	# Od	Invoice No	Check	Check Account Code		Amount Flag EFT

Total District Payment Amount:

\$20,577.71

10 Ducor Union Elementary School Distri Accounts Payable Final - 5/11/2017 3:25:55 PM Tulare County O...ce of Education

Page 1 of 1 ** FINAL ** **APY500**

Batch No 188

Audit

Amount

Flag EFT

\$20,577.71

5/11/2017 3:27:03PM

· Total Accounts Payable: Account Code Check

Separate

Invoice No

Od

Batch No 188

Invoice Date

Reference Number

Vendor Name

Vendor ž 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 \$20,577.71 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	\$20,539.11
130	\$38.60
Total	\$20,577.71

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DUCOR UNION ELEMENTARY SCHOOL DISTRICT INTERDISTRICT ATTENDANCE AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of June, 2017, pursuant to Education Code Section 10801, pursuant to Education Code Section 10801, by and between the Governing Board of the Ducor Union Elementary School District of Tulare County and the Governing Board of the Hope School District of Tulare County.

WITNESSETH:

IT IS M	IUTUAL	LY AGREED as f		KITTESSI	22.2.	
1.	Hope School District agrees to accept, insofar as facilities permit, the following named pupil from the Ducor Union Elementary School District:					
	1	Celeste Valadez Student Name		8th Grade		
	2.	Student Name		Grade		
	3.	Student Name		Grade		
	4.	Student Name		Grade		
2.					same advantages, equipment, supplies and services ol, excluding transportation.	
3.	CHECK	K A OR B AS API	PLICABLE:		•	
		XXXXX tendance for appor or 20905 (Ed Code	rtionment purpose		The district of attendance shall be credited with the revenue limit pursuant to Education Code Section	
	district		for the grade level ecount of such att	or progra endance.	the maximum charge shall be the actual cost per unit of tim, less any income other than tuition, received by the Any tuition payment shall be made no later than 10813-2a).	
4.	This agreement is effective only for the school year beginning July 1, 2017 and ending June 30, 2018, and neither part is bound by said agreement or any of the covenants herein contained after the expiration of said school year.					
IN WII	NESS W	HEREOF, the par	ties have caused t	his Agree	ment to be executed the day & year above.	
	I ELEME	BOARD OF THE I			GOVERNING BOARD OF HOPE SCHOOL DISTRICT	
,BX:	J.	intendent			BY:	
DATE:	-	13/17			DATE:	

DUCOR UNION ELEMENTARY SCHOOL DISTRICT INTERDISTRICT ATTENDANCE AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of June, 2017, pursuant to Education Code Section 10801, pursuant to Education Code Section 10801, by and between the Governing Board of the Ducor Union Elementary School District of Tulare County and the Governing Board of the Porterville Unified School District of Tulare County.

WITNESSETH:

IT IS M	UTUAL	LY AGREED as follows:	221,222,2				
1.	Porterville Unified School District agrees to accept, insofar as facilities permit, the following named pupi from the Ducor Union Elementary School District:						
	1	Jesus Valadez Student Name	1 st Grade	(Santa Fe Elem.)			
	2.	Student Name	Grade				
	3.	Student Name	Grade				
	4.	Student Name	Grade				
2.	Porterville Unified School District agrees to furnish said pupils the same advantages, equipment, supplies and services as furnished to other pupils in attendance at this school, excluding transportation.						
3.	CHECI	X A OR B AS APPLICABLE:					
				The district of attendance shall be credited with the evenue limit pursuant to Education Code Section			
	district	daily attendance for the grade leve	l or prograntendance.	e maximum charge shall be the actual cost per unit of n, less any income other than tuition, received by the Any tuition payment shall be made no later than 10813-2a).			
4.	This agreement is effective only for the school year beginning July 1, 2017 and ending June 30, 2018, and neither part is bound by said agreement or any of the covenants herein contained after the expiration of said school year.						
IN WIT	NESS V	VHEREOF, the parties have caused	this Agreen	nent to be executed the day & year above.			
	ELEMI	BOARD OF THE DUCOR ENTARY SCHOOL		GOVERNING BOARD OF PORTERVILLE UNIFIED SCHOOL DISTRICT			
BY:		411		BY:			
TITLE:	Super	intendent		TITLE:			
DATE:	6/	13/17	:	DATE:			

Tulare County Office of Education

2.4

Committed to Students, Support and Service

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 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 &
nce Center
5 Ave. 264
Visalia

April 20, 2017

Roel Marroquin, Superintendent Allensworth Elementary School District HC 1 Box 136 Allensworth, CA 93219

Ernie Flores, Superintendent Palo Verde Union School District 9637 Avenue 196 Tulare, CA 93274

Terri Rufert, Superintendent Sundale Union Elementary School District 13990 Avenue 240 Tulare, CA 93274

Mark Odsather, Superintendent/Principal Pleasant View School District 14004 Road 184 Porterville, CA 93257

Steve Ramirez, Superintendent Traver Joint School District 36736 Canal Dr. P.O. Box 69 Traver, CA 93673 Isidro Rodriguez, Superintendent Ducor Union School District P.O. Box 249 Ducor, CA 93218-0249

Christopher Kemper, Superintendent Stone Corral Elementary School District 15590 Avenue 383 Visalia, CA 93292

Fernie Marroquin, Ed.D., Superintendent Oak Valley Union School District 24500 Road 68 Tulare, CA 93274

Miguel Guerrero, Ed.D., Superintendent Tipton Elementary School District P.O. Box 787 370 North Evans Tipton, CA 93272

REGARDING: Shared Business Support Services Agreements

Attached you will find **two** copies of the 2017-18 business support services agreement. After approval by your board of trustees, **please sign and return all copies** to Elizabeth Sisk's attention. We will return one copy for your files after being signed by Craig Wheaton.

If you have any questions or concerns regarding the agreement or services, please give me a call and we can discuss them.

John Wilborn

Director, External Business Services

TULARE COUNTY SUPERINTENDENT OF SCHOOLS AND DUCOR UNION ELEMENTARY SCHOOL DISTRICT BUSINESS SUPPORT SERVICES AGREEMENT

THIS AGREEMENT, is entered into as of _______, between the TULARE COUNTY SUPERINTENDENT OF SCHOOLS, referred to as SUPERINTENDENT, and DUCOR UNION ELEMENTARY SCHOOL DISTRICT, referred to as DISTRICT, with reference to the following:

- A. Pursuant to Education Code sections 1260(e), 1262 and 1700, SUPERINTENDENT may provide services to school districts within his jurisdiction.
 - B. DISTRICT requires business support services.
- C. SUPERINTENDENT is willing to provide business support services to DISTRICT upon the terms and conditions of this Agreement.

ACCORDINGLY, IT IS AGREED:

- 1. **TERM:** This Agreement shall become effective as of July 1, 2017 and shall expire on June 30, 2018 unless otherwise terminated as provided in this Agreement. This Agreement may be renewed each year upon written consent of the parties.
- 2. ROLE OF SUPERINTENDENT: SUPERINTENDENT will furnish business support services to DISTRICT during the term of this Agreement under the direction of SUPERINTENDENT as follows:
- a. Provide a qualified individual(s) to perform business services as listed on Attachment A. Service hours will be limited to a maximum of Two Hundred Four Hours (204). Additional hours provided will be billed at \$79.55 per hour of service.
- b. Pay all travel costs incurred by contract staff member(s) to the central office of the DISTRICT to provide services per Attachment A.
- c. Pay expenses of contract staff member(s) for approved conferences during the year, not to exceed two (2) days.
- d. Provide office space, furniture, equipment, software and other materials used by contract staff member(s) in providing the services under this Agreement.

3. **ROLE OF DISTRICT:** DISTRICT agrees to:

- a. Pay all travel costs, directly to the individual, for mileage, travel and conference costs incurred at the specific request of DISTRICT.
- b. Recognize the general fiscal monitoring responsibilities of SUPERINTENDENT. This Agreement shall not affect those duties.

4. INDEPENDENT CONTRACTOR:

- a. This Agreement is entered into by both parties with the express understanding that SUPERINTENDENT will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute SUPERINTENDENT or any of its agents, employees or officers as an agent, employee or officer of DISTRICT.
- b. Subject to any performance criteria contained in this Agreement, SUPERINTENDENT shall be solely responsible for determining the means and methods of performing the specified services and DISTRICT shall have no right to control or exercise any supervision over SUPERINTENDENT'S agents, employees or officers as to how the services will be performed. Notwithstanding this independent contractor relationship, DISTRICT shall have the right to monitor and evaluate the performance of SUPERINTENDENT to assure compliance with this Agreement.
- c. SUPERINTENDENT is responsible for paying all salary, benefits, entitlements and other costs and expenses of its agents, employees or officers, including those required by state or federal law, including, but not limited to: retirement benefits, statutory benefits, workers compensation and group insurance, FICA (Social Security) taxes, state or federal unemployment insurance contributions, state or federal income taxes, disability insurance contributions, and unemployment compensation insurance.
- 5. COST OF SERVICES: DISTRICT agrees to pay SUPERINTENDENT the sum of Sixteen Thousand Two Hundred Twenty Nine Dollars (\$16,229.00) for the services provided in this Agreement. SUPERINTENDENT shall transfer this sum from the funds of DISTRICT to the County School Service Fund after January 1, 2018. Specific services to be performed will be at the choice of the DISTRICT.
- 6. INDEMNIFICATION: SUPERINTENDENT and DISTRICT shall hold each other harmless, defend and indemnify the other, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including District property, arising from, or in connection with, their performance or their agents, officers and employees under this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

7. TERMINATION:

- a. This Agreement may not be terminated prior to the expiration of its term, except that it can be terminated early effective on the 60th day following the mutual written consent of the parties.
- b. Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pretermination contract activities.

8. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between SUPERINTENDENT and DISTRICT as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of all parties.

9. NOTICES:

a. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

SUPERINTENDENT:

Craig Wheaton, Ed.D.
Deputy Superintendent, Administrative Services
P.O. Box 5091
Visalia, California 93278-5091

Phone No.: (559) 733-6474 Fax No.: (559) 737-4378

DISTRICT:

DUCOR UNION ELEMENTARY School District 23761 Avenue 56 P.O. Box 249 Ducor, California 93218-0249

Phone No.: 559-534-2261 **Fax No.:** 559-534-2271

- b. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address or phone or fax number by giving written notice pursuant to this paragraph.
- 10. **CONSTRUCTION:** This Agreement reflects the contributions of all parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.
- 11. NO THIRD PARTY BENEFICIARIES INTENDED: The parties to this Agreement do not intend to provide any other person, including but not limited to contract staff, with any benefit or enforceable legal or equitable right or remedy.
- **12. EXHIBITS AND RECITALS:** The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.
- 13. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement

is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

14. FURTHER ASSURANCES: Each party will execute any additional documents and to perform any further acts as may be reasonably required to effect the purposes of this Agreement.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

	TULARE COUNTY SUPERINTENDENT OF SCHOOLS
Date:	BY
	Craig Wheaton, Ed.D., Deputy Superintendent "SUPERINTENDENT"
	DUCOR UNION ELEMENTARY SCHOOL DISTRICT
Date:	BY
	Chairperson, Board of Trustees "DISTRICT"

TCOE CONTRACT #: 180003

TULARE COUNTY SUPERINTENDENT OF SCHOOLS AND DUCOR UNION ELEMENTARY SCHOOL DISTRICT BUSINESS SUPPORT SERVICES AGREEMENT

THIS AGREEMENT, is entered into as of _______, between the TULARE COUNTY SUPERINTENDENT OF SCHOOLS, referred to as SUPERINTENDENT, and DUCOR UNION ELEMENTARY SCHOOL DISTRICT, referred to as DISTRICT, with reference to the following:

- A. Pursuant to Education Code sections 1260(e), 1262 and 1700, SUPERINTENDENT may provide services to school districts within his jurisdiction.
 - B. DISTRICT requires business support services.
- C. SUPERINTENDENT is willing to provide business support services to DISTRICT upon the terms and conditions of this Agreement.

ACCORDINGLY, IT IS AGREED:

- 1. **TERM:** This Agreement shall become effective as of July 1, 2017 and shall expire on June 30, 2018 unless otherwise terminated as provided in this Agreement. This Agreement may be renewed each year upon written consent of the parties.
- 2. ROLE OF SUPERINTENDENT: SUPERINTENDENT will furnish business support services to DISTRICT during the term of this Agreement under the direction of SUPERINTENDENT as follows:
- a. Provide a qualified individual(s) to perform business services as listed on Attachment A. Service hours will be limited to a maximum of Two Hundred Four Hours (204). Additional hours provided will be billed at \$79.55 per hour of service.
- b. Pay all travel costs incurred by contract staff member(s) to the central office of the DISTRICT to provide services per Attachment A.
- c. Pay expenses of contract staff member(s) for approved conferences during the year, not to exceed two (2) days.
- d. Provide office space, furniture, equipment, software and other materials used by contract staff member(s) in providing the services under this Agreement.

3. ROLE OF DISTRICT: DISTRICT agrees to:

- a. Pay all travel costs, directly to the individual, for mileage, travel and conference costs incurred at the specific request of DISTRICT.
- b. Recognize the general fiscal monitoring responsibilities of SUPERINTENDENT. This Agreement shall not affect those duties.

4. INDEPENDENT CONTRACTOR:

- a. This Agreement is entered into by both parties with the express understanding that SUPERINTENDENT will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute SUPERINTENDENT or any of its agents, employees or officers as an agent, employee or officer of DISTRICT.
- b. Subject to any performance criteria contained in this Agreement, SUPERINTENDENT shall be solely responsible for determining the means and methods of performing the specified services and DISTRICT shall have no right to control or exercise any supervision over SUPERINTENDENT'S agents, employees or officers as to how the services will be performed. Notwithstanding this independent contractor relationship, DISTRICT shall have the right to monitor and evaluate the performance of SUPERINTENDENT to assure compliance with this Agreement.
- c. SUPERINTENDENT is responsible for paying all salary, benefits, entitlements and other costs and expenses of its agents, employees or officers, including those required by state or federal law, including, but not limited to: retirement benefits, statutory benefits, workers compensation and group insurance, FICA (Social Security) taxes, state or federal unemployment insurance contributions, state or federal income taxes, disability insurance contributions, and unemployment compensation insurance.
- 5. COST OF SERVICES: DISTRICT agrees to pay SUPERINTENDENT the sum of Sixteen Thousand Two Hundred Twenty Nine Dollars (\$16,229.00) for the services provided in this Agreement. SUPERINTENDENT shall transfer this sum from the funds of DISTRICT to the County School Service Fund after January 1, 2018. Specific services to be performed will be at the choice of the DISTRICT.
- 6. INDEMNIFICATION: SUPERINTENDENT and DISTRICT shall hold each other harmless, defend and indemnify the other, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including District property, arising from, or in connection with, their performance or their agents, officers and employees under this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

7. TERMINATION:

- a. This Agreement may not be terminated prior to the expiration of its term, except that it can be terminated early effective on the 60th day following the mutual written consent of the parties.
- b. Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pretermination contract activities.

8. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between SUPERINTENDENT and DISTRICT as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of all parties.

9. NOTICES:

a. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

SUPERINTENDENT:

Craig Wheaton, Ed.D.
Deputy Superintendent, Administrative Services
P.O. Box 5091
Visalia, California 93278-5091

Phone No.: (559) 733-6474 Fax No.: (559) 737-4378

DISTRICT:

DUCOR UNION ELEMENTARY School District 23761 Avenue 56 P.O. Box 249 Ducor, California 93218-0249

Phone No.: 559-534-2261 Fax No.: 559-534-2271

- b. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address or phone or fax number by giving written notice pursuant to this paragraph.
- 10. CONSTRUCTION: This Agreement reflects the contributions of all parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.
- 11. NO THIRD PARTY BENEFICIARIES INTENDED: The parties to this Agreement do not intend to provide any other person, including but not limited to contract staff, with any benefit or enforceable legal or equitable right or remedy.
- **12. EXHIBITS AND RECITALS:** The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.
- 13. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement

is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

14. FURTHER ASSURANCES: Each party will execute any additional documents and to perform any further acts as may be reasonably required to effect the purposes of this Agreement.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

	TULARE COUNTY SUPERINTENDENT OF SCHOOLS
Date:	BY
	Craig Wheaton, Ed.D., Deputy Superintendent "SUPERINTENDENT"
	DUCOR UNION ELEMENTARY SCHOOL DISTRICT
Date:	BY
-	Chairperson, Board of Trustees "DISTRICT"

CONTRACT FOR BUSINESS SUPPORT SERVICES ATTACHMENT A

BUSINESS SUPPORT SERVICES

Budget

Assist district superintendent in the development and adoption of the district budget Advise district superintendent and/or governing board on impact of state budget Preparation of state required budget documents

Monitor for and advise district superintendent on budget to actual variances

Prepare and input budget revisions under direction of district superintendent

Perform in-depth budget review prior to First and Second Interim reporting

Preparation of state required First and Second Interim documents

Payroll

Serve as backup to district staff for payroll and vendor payment processes Assist district in implementing and processing settlement agreements Prepare salary settlement disclosure documents for board presentation

Accounting

Advise district staff on proper coding of financial transactions
Prepare and input Journal Entries
Monitor financial transactions for account code propriety
Assist district in year-end closing of financial records
Assist district in implementation of fixed asset accounting system

Reporting

Prepare state required annual financial reports
Assist district in preparation of GASB 34 required Management Discussion and Analysis document
Assist in submitting data to TCOE required for LCFF revenue calculations
Assist district in preparation of other fiscal reports
Assist district in completion of student attendance reports

Other

Assist district in clearing audit findings with California Department of Education and County Office of Education

Prepare for and present financial information at governing board meetings as needed

Research information and prepare documents for district independent auditors

Train district staff in use of TCOE financial system

Attend TCOE business meetings

The contracting district is responsible for determining the specific support services received under the contract, to be arranged and, as limited by the agreement.

Management Personal Business Leave Proposal

Management employees currently receive one paid personal business leave day per year. This proposal is to allow Management employees three personal business leave days per year. These days are counted as part of the 12 days received for sick leave each year by full time management employees. If personal business leave is used, it will be deducted from accumulated sick leave.

DUCOR UNION SCHOOL DISTRICT

REQUEST FOR QUALIFICATIONS ROOF REPLACEMENT and ROOF REPAIR

OWNER

PO Box 249
23761 Avenue 56
Ducor, CA 93218-0249

DUCOR UNION SCHOOL DISTRICT ROOF REPLACEMENT and ROOF REPAIR

ALL CONTACT REGARDING THIS REQUEST FOR QUALIFICATIONS MUST BE MADE TO ISIDRO RODRIGUEZ, SUPERINTENDENT, AT 23761 AVENUE 56 AND RECEIVED BEFORE 3:00 P.M on JUNE 23, 2017.

OVERVIEW

DUCOR UNION SCHOOL DISTRICT (DUSD) seeks submittal of qualifications from interested firms capable replacing and repairing related capital improvement services as described within this Request for Qualifications (RFQ). It is our intent to enter into an agreement with the successful firm to conduct a roof inspection specified, and award contract(s) to implement cost effectiveness.

SCHEDULE

Date	Event
June 15, 2017	RFQ Issued
June 12-16, 2017	Site Walk ¹
June 19-23, 2017	Deadlines for questions and information requests
June 26-30, 2017	Interviews (At District's Discretion)
July 3-7, 2017	Announcement of Award

^{1.} Site Walk Schedules will be provided upon request. Please contact 559-534-2261 to R.S.V.P.

BACKGROUND

The Ducor Union School District is home to one school sites. Our students range from Kindergarten through 8th grade. Ducor School was establish as a public school since 1908. Ducor School will be celebrating 110 years 2018. Ducor School currently populates 170 students and 22 employees. Ducor School is located East of Highway 99 and South of Porterville off Highway 65.

QUALIFICATIONS

DUESD may award a contract to a California State License Roof Contractor (Provider) that, in its sole opinion, is the most capable of providing the range of services described in the RFQ, and in the long-term best interest of the District. To be considered for this project a provider must demonstrate knowledge and experience in similar projects:

- > Adequate financial resources to support the range of alternatives anticipated
- > California K-12 references that can attest to the quality of the Provider's past work
- > An established record of technical performance on typical projects within California
- > A proven record of on-time and on-budget performance

- Excellent safety record
- > Established records of the Provider's ability to complete the work
- > Credentialed, trained, and knowledgeable staff
- Competent management support at all levels
- > Ability to effectively communicate with DUESD Board, administration, staff, students, and community as needed

DUESD reserves the right to investigate the qualifications of all Providers under consideration and to confirm any part of the information furnished, or to require other evidence of managerial, financial, or technical capabilities that are considered necessary for the successful performance of the possible roof design-build services.

SERVICES REQUESTED

DUESD is interested in the identification, engineering, design, installation, training, maintenance, and financing of approved Roofing Project for all of its facilities.

Upon selection, the Provider shall perform an inspection of the specified facilities. The audit must be of acceptable quality to DUESD's Governing Board and meet state school mandated requirements.

DUESD shall have 20 working days in which to accept the roof inspection audit or to request changes or additions to it. Changes or additions will be negotiated in good faith. If the parties cannot agree to the content of the audit within 30 working days from the date the request for change is made, the Governing Board, at its sole discretion, may cancel negotiations with the Provider, terminate the contract, and enter into negotiations with other Providers.

The following roof project management approaches serve as examples of solutions to be considered under this RFQ:

- > Roof application and warranty
- Projected time and days to begin and complete
- > Time of day during weekdays and weekends
- > Tear off and disposal of materials specific areas
- Maintained area is clean and presentable
- Conduit, ventilation replacements
- Interior/exterior wood dry rot
- > Rain gutter addition and or replacements
- Aluminum edge trim
- Fascia board replacements
- Breezeway wood dry rot replacements
- Any other factors not specified

All equipment provided by the Provider for this program shall have a history of successful operating experience in similar installations and shall be in new, unused condition. This equipment shall be current technology with readily available non-proprietary replacement parts. All equipment used for this program shall be approved by DUESD prior to installation.

SUBMITALL REQUIREMENTS

The submitting firms must have demonstrated technical and managerial capability across a broad range of energy, analysis, design, construction, funding, operations, and maintenance areas. DUESD will consider the following background and experience factors in the evaluation of all submittals.

Address the following items as completely as possible; response to each item is mandatory:

- 1. Describe your firm's approach to manage the Roof Projects.
- 2. Describe your firm's safety program. Include proof of your firm's safety Experience Modification Rating (EMR) or equivalent.
- 3. Describe your firm's approach to developing a scope of work for the project. How are the various components of a project prioritized and evaluated?
- 4. Describe in detail your firm's methodology for calculating any roof project cost savings.
- 5. Describe your firm's experience with various project delivery methods. Address the areas that are self-performed, sub-contracted, team delivered, etc. The following areas must be addressed: design, engineering, procurement, and installation.
- 6. Provide a step-by-step description of typical project implementation and the specifications of a typical K-12 project.
- 7. Describe the qualifications and relevant roof project experience of the Provider, its team, and its staff. Include a clear description of your firm's proposed team with names, resumes, and project responsibilities.
- 8. Describe your firm's financial capacity to handle the project. Include company bond rating, bond limits, and evidence of insurability.
- 9. Describe any unique capabilities of the Provider that would be useful to the specific needs of the district/project.
- 10. Provide a description of your firm's commitment to and experience with obtaining OPSC Project Closure status, as well as experience with DSA, for public school projects.
- 11. Provide names and contact information for five (5) Roof Project Design/Build references for projects in California public schools in which your firm was the Prime Contractor. Provide a brief description of the work performed for these clients.
- 12. Is or has your firm been a party to suits, claims, or similar actions related to:
 - a. Construction claims relating to performance or delay
 - b. OSHA, labor relations, or similar issues affecting the progress of the work
 - c. California State Contractor License suspensions or code violations
 - d. If "yes" to any of the above, provide a summary and current status of the issue under separate attachment to the response to this RFQ.
- 13. Provide a draft scope of work and pricing for the roof project, including warranty for labor and materials.

SUBMITTAL EVALUATION PROCESS

Providers will be evaluated and preference given to those that illustrate demonstrated range of services, innovative approaches, technical and contractual solutions, additional services, and flexibility developing and implementing successful projects.

DUESD will address the following criteria in evaluation of submittals in order to gauge the ability of the Provider. The same general criteria will be used to judge both the submittal and the interview, should DUESD choose to conduct interviews with Providers.

Criteria Explanation Weight

- 1. Merit of Submittal (10pts)
 - General thoroughness and responsiveness of the submittal.
- 2. Knowledge and Expertise of Personnel/Firm (25 pts)

 Capability of personnel/firm; demonstrated experience of Provider's team; firm's qualifications.
- 3. Understanding of Project and Technical Approach (25 pts)
 Knowledge of project requirements; comprehensiveness of approach; responsiveness to specific concerns in the RFQ; flexibility to accommodate needs of KRUESD; ability to communicate effectively with District staff and related parties.
- 4. Record of Past Performance and Experience (40 pts)
 References; quality of past projects; demonstrated ability to complete work tasks within project timelines and budget; quality of submitted work samples.

DUESD reserves the right to:

- > Reject any or all submittals at its sole discretion.
- > Cancel the Request for Qualifications (RFQ).
- > Modify any requirements contained within the RFQ and request a revised submission from all providers.
- > Establish other evaluation criteria determined to be in the best interest of DUESD.
- Contract with any of the firms responding to this RFQ based solely upon its judgment of the qualifications and capabilities of the firm.

A Selection Committee, as deemed necessary, will be formed to evaluate the submittals. Composition and creation of this committee, should one be formed, is at the sole discretion of DUESD. The Selection Committee may review the submittals for format to ensure conformance with the requirements of the RFQ and may select finalist to interview with the committee as part of the evaluation process. DUESD does not guarantee that an interview will take place, thus reserving the right to select a Provider based solely on the information provided in the submittals received in response to the RFQ. Should and interview take place, the key personnel responsible for fulfilling the requirements of the project shall be

required to be present for the interview. DUESD will take all steps necessary to ensure that any discussions and interviews conducted in connection to this RFQ will done in a fair and impartial manner.

This RFQ does not commit DUESD to negotiate a contract. DUESD will not be responsible for any expenses incurred by any firm in preparing and submitting a proposal or response to this RFQ.

SUBMITTAL FORMAT AND COMMENTS

The submittal should be prepared in a way that provides a straightforward and concise description of the respondent's capabilities to satisfy the requirements of the project. Emphasis should be placed on completeness and clarity of content. All submittal requirements listed above should be addressed in full.

The Provider shall describe any relationships with manufacturers of proposed equipment, including those manufactured by the respondent or listed subcontractors. The Provider shall describe any relationships with the organizations providing training, if not provided by the Provider.

Content shall be tabbed and numbered per the items included in the Submittal Requirements.

SUBMITTAL INFORMATION

Deadline for submission of three (3) copies or electronic pdf submission of your submittal is 3:00 PM, June 23, 2017. Submittals received after the deadline may be returned. All submittals become the sole property of DUESD and the content will be held confidential until the selection of a firm is made. Any proprietary information must be designated clearly and should be bound separately and labeled with words "PROPRIETARY INFORMATION". An entire submittal marked as such will not be accepted.

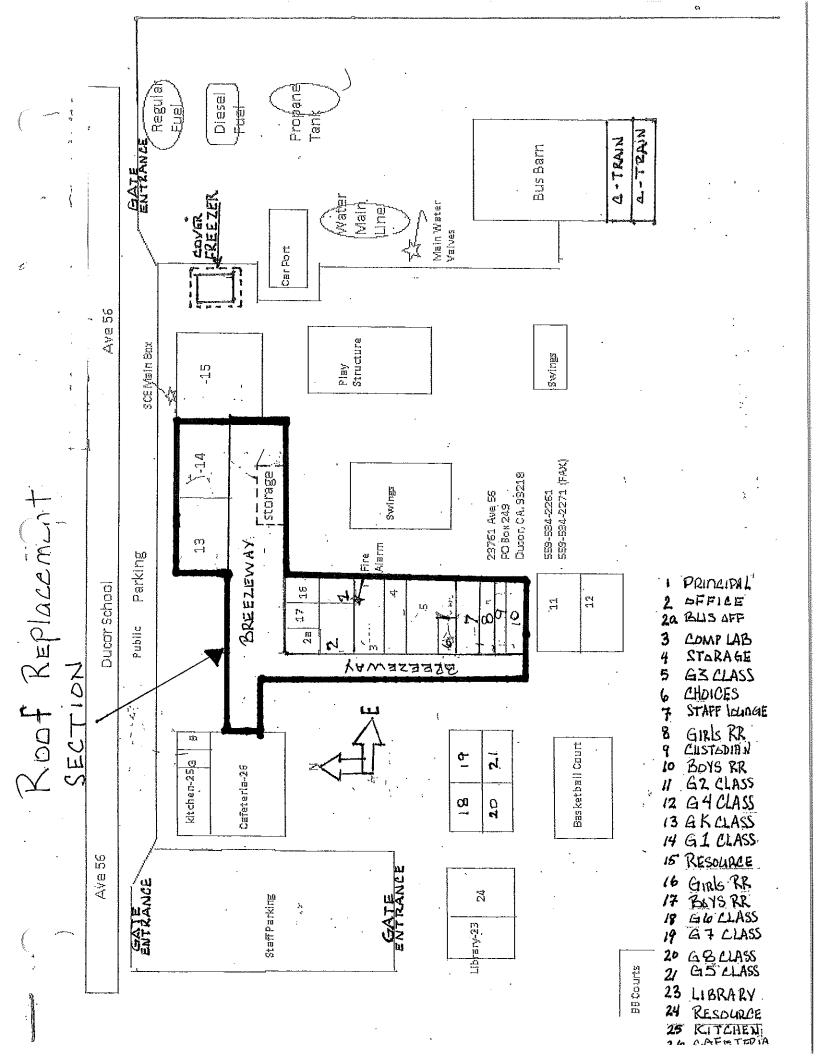
Submit sealed submittals clearly marked "RFQ for District-Wide Roof Project Services" to the following location:

DUCOR UNION SCHOOL DISTRICT
PO Box 249
Ducor, CA 93218-0249

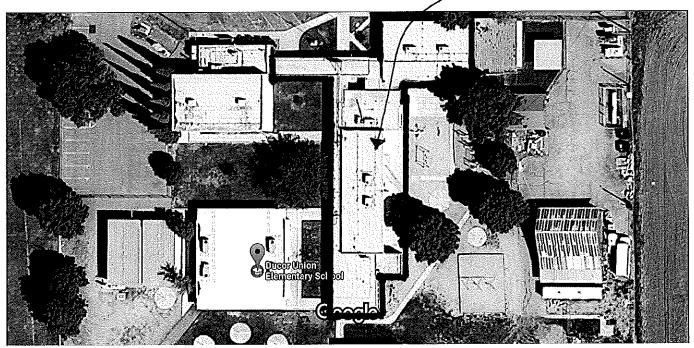
Questions or clarifications may be submitted in writing to Isidro Rodriguez at the address listed above or e-mailed irodriguez@ducorschool.com

Appendix A: List of Ducor Union School District Sites

SITE	ADDRESS	SQUARE FOOTAGE
Ducor Union School	23761 Avenue 56	XX,XXX
	Ducor, CA 93218-0249	



Google Maps Ducor Union Elementary School REDLACEMENT SECTION



Imagery @2017 Google, Map data @2017 Google 50 ft

Library Technician Ducor School

SUMMARY

Under general supervision, performs specialized duties in a library media center or administrative office that requires the application of library clerical knowledge.

REPRESENTATIVE DUTIES

- Assist students or teachers in locating and selecting books and using reference materials in a computerized library system.
- Assist students and teachers in the effective use of library services and other community resources.
- Provide assistance to teachers and students by locating materials and helping to complete special projects.
- Attend conventions and conferences, read trade journals, and communicate with industry insiders in order to keep abreast of industry developments.
- Confer with teachers in order to select course materials and to determine which training aids are best suited to particular grade levels.
- Contact parents and students regarding late and lost library materials.
- Contact teachers and arrange schedule for classes to visit the library, with assistance from the principal.
- Direct and coordinate activities of assistants and other personnel during production.
- Train and provide work direction to students involved in shelving books and in circulation duties.
- Maintain student discipline in the library.
- Provide instruction in the proper use of library facilities.
- Read stories to students, as requested by teachers.
- Make recommendations and provide input on the modification of library procedures, work processes and service levels.
- Assist in long-range planning, maintaining an awareness of community desire and needs in the area of library services.
- Enter and update users' records on computers.
- File catalog cards in manual systems.
- Label books according to designated reading levels.
- Order library books and supplies.
- Reserve, circulate, renew, and discharge books and other materials.
- Process new books by entering data into an automated library management system.
- Deliver and retrieve items throughout the library by hand or using pushcart.
- Issue overdue notices.
- Maintain library in a neat and orderly condition.
- Send and receive emails and research information through the Internet.

- Maintain current knowledge of technological advances in the field.
- Operate a variety of office equipment, including a computer and assigned software.
- Operate a variety of equipment, including copier, media equipment and computers, as required by the assignment.
- Operate computerized reference resources such as the Internet searches to assist students and teachers with research.
- The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this classification.
- · Perform other related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of

- Library methods, procedures, terminology and related technology.
- · School library practices and techniques.
- Bibliographic sources.
- · Standard reference materials.
- · Catalog card preparation, formats, and filing rules.
- · Office practices and procedures.
- Standard library reference sources.
- · Catalog card preparation, formats, and filing rules.
- Applicable software programs.

Ability to

- Plan, coordinate and arrange for appropriate training of subordinates and student assistants.
- Assist students in selecting appropriate books for their level of achievement.
- Assist students in the use of library resources and references.
- Learn and apply library rules, regulations, and policies.
- Use library catalogs, computer searches, and other reference materials.
- Maintain files and keep records, both in written and computer form.
- Work with numerical and/or alphabetical filing systems.
- Perform mathematical computations accurately to maintain records, complete reports or update budgets.
- Operate a computer and use related software.
- Send and receive emails and research information through the Internet.
- Maintain current knowledge of technological advances in the field.
- Operate library media equipment used in research.
- Input data to maintain circulation records accurately.
- Work effectively in a demanding environment.
- Work independently with little direction and provide work direction to others.
- Read, interpret, apply, and explain rules, regulations, policies, and procedures.
- Respond to changing rules and regulations.

- · Work collaboratively in a team environment.
- Establish and maintain successful working relationships.
- Work effectively with students.
- Use interpersonal techniques with tact, patience and courtesy.
- Understand, be sensitive to and respect the diverse academic, socio-economic, ethnic, religious, and cultural backgrounds, disabilities and sexual orientation of students, teachers, administrators and staff.
- Maintain consistent, punctual and regular attendance.
- Develop and maintain effective interpersonal relations using tact, patience and courtesy

Competency

- CRITICAL THINKING: Analytically and logically evaluating information, propositions, and claims
- GENERAL PHYSICAL ABILITY: Using strength, endurance, flexibility, balance, and coordination
- PROFESSIONAL AND TECHNICAL EXPERTISE: Applying technical subject matter to the job
- ACTION AND RESULTS FOCUS: Initiating tasks and focusing on accomplishment
- HANDLING STRESS: Maintaining emotional stability and self-control under pressure, challenge, or adversity
- DECISION MAKING: Choosing optimal courses of action in a timely manner
- PROFESSIONAL INTEGRITY AND ETHICS: Displaying honesty, adherence to principles, and personal accountability
- SAFETY FOCUS: Showing vigilance and care in identifying and addressing health risks and safety hazards
- SELF-MANAGEMENT: Showing personal organization, self-discipline, and dependability
- ORAL COMMUNICATION: Engaging effectively in dialogue
- WRITING: Communicating effectively in writing
- CUSTOMER FOCUS: Attending to the needs and expectation of customers
- DESIGN SENSE: Creating work products that are functional, intuitive and aesthetically pleasing
- HANDLING CONFLICT: Managing interpersonally strained situations
- INFLUENCING: Affecting others' positions and opinions
- INVOLVING OTHERS: Engaging others for their input, contribution, and shared responsibility for outcomes
- PROFESSIONAL IMPACT: Presenting self as a positive representative of the organization
- RELATIONSHIP BUILDING: Establishing rapport and maintaining mutually productive relationships
- TEAMWORK: Collaborating with others to achieve shared goals
- LISTENING: Fully comprehending spoken communication
- READING COMPREHENSION: Understanding and using written information

EMPLOYMENT STANDARDS

Education

- High School Diploma or Equivalent
- AA Degree
- BA Degree preferred
- Certificate of completion

Experience

• One-two years' experience is required

Licenses/Certificates

• Class C Driver's License is required



SchoolWorks, Inc.

8331 Sierra College Blvd., #221 Roseville, CA 95661 Phone: 916-733-0402 www.SchoolWorksGIS.com

Annual Eligibility Services Contract: 2017-2018

To:

Isidro Rodriguez, Superintendent

DUCOR UNION ELEMENTARY SCHOOL DISTRICT

From:

Owen Alvarez - Vice President, State Building Program

Subject:

2017-2018 State Funding & Eligibility Contract

I have enclosed the new Annual Eligibility Contract for 2017-18.

It's also time to start thinking about your school facilities and the impact your 2017-2018 enrollment will have on your State Eligibility for Modernization and New Construction. We will be contacting you again prior to the October 4, 2017 reporting date to request the new enrollment numbers. Once we receive that information, we can calculate your New Construction and Modernization Eligibility for the coming year.

The Statewide School Facility Bond was approved last November. As of March 2017 there were \$1,705 billion in projects in line for new construction and \$981 million in line for modernization projects. This still leaves room for lots of additional projects but it will take some time to get your plans ready and get in line, so don't delay. The funds could be encumbered within the next two years if the applications come in at the historic rates.

To get the process started, just sign, date and return to our office. You can return the signed and dated contract via any of the following methods:

- Scan and .pdf the signed/dated Contract and email to <u>Alice@SchoolWorksGIS.com</u>
- * Send regular mail

We appreciate the confidence you have shown in us in the past and hope that you will continue to allow us to assist you with your facility planning needs.

OA:at

Enclosure: Eligibility Contract

PROFESSIONAL SERVICES AGREEMENT ANNUAL ELIGIBILITY CONTRACT 2017/2018



THIS AGREEMENT, dated May 8, 2017, (the "Agreement") is made by and between Ducor Union Elementary School District, and SchoolWorks, Inc.

SCHOOLWORKS, Inc. will contract to perform the tasks enumerated below for the prices indicated. Ducor Union Elementary School District is authorized to enter into this agreement by Government Code 53060. These services are chargeable to the District Capital Facility Funds.

SCOPE OF WORK - SCHOOLWORKS

1. Consulting:

Assistance and guidance will be provided to the District in understanding the submittal requirements and for determining the best application submittal strategies and options for maximizing School Facilities Program Eligibility and State Funding within the State School Building Program.

2. Application Documents:

Prepare the qualification documents and supporting documentation which are necessary for the District to qualify in the State School Facility Program for maximum project state funding potential under the School Facilities Program Funding Act of 1998. (A complete turn-key operation.)

3. Each district is unique in maximizing School Facilities Program Eligibility and State Funding within the State School Building Program. Because of these specific issues, different methods are utilized for accomplishing this goal.

Following is a listing of the many services offered by SchoolWorks that may or may not be a necessary component of the application process:

- > Enrollment Projection Update SAB 50-01
- Establish Baseline Capacity SAB 50-02
- Modernization Eligibility Updates SAB 50-03
- Additional Buildings
- > Increased Enrollment

- Prepare Project Applications SAB 50-04
- Prepare Fund Releases SAB 50-05
- Assist with Expenditure Reports SAB 50-06
- Representation at SAB Meetings
- > Representation at Implementation Committee Meetings
- Monthly notes on SAB and Imp Committee actions
- Annual Meeting with Personal Consultant to review:
- Eligibility Opportunities
- Study Scenarios and Impact on Eligibility
- Estimated Future Eligibility
- Project Funding Calculations
- > Impact of Regulation Changes
- ➤ Meetings with OPSC in Sacramento
- Monitor Project Status
- > Assistance with CDE Plan Approvals (4.07 & 4.08)
- 4. Upon approval of this signed professional services proposal, SchoolWorks will provide a request for information list to the appointed District Representative. SchoolWorks will establish and review the goals and objectives as well as review the proposed timeline for completion. The estimated time to complete this Demographic Study will be approximately two months from the time all the necessary data has been collected.

Client Responsibilities

- CBEDS/CSIS/CALPADS, Non-Severe and/or Severe Special Education Enrollment and/or other
 enrollment data necessary to complete Application(s). This information should be broken down
 by school site and then by grade level for each school site.
- Facilities and/or Financial information needed to complete Application(s)
- 3. Written Confirmation that the need for Vocational and Career Technical Education Facilities is being met relative to the new construction and/or modernization project (Note: not applicable for elementary schools or elementary school districts, but an explanation letter may be required).
- 4. Campus maps, provided by the District, will need to illustrate up-to-date information to be fine-tuned and labeled appropriately by SchoolWorks staff per SFP Application submittal requirements.

Pricing

Prices quoted are contingent upon authorization of SchoolWorks to complete applications for which the District is eligible per applicable OPSC regulations and policies.

Fees for forms to be completed as needed:

Item Description	Cost
Annual Base Fee	\$3,000
SAB 50-01 (Per Form)	\$1,500
SAB 50-02	\$1,500
SAB 50-03	\$1,500
SAB 50-04 (Per Project)	
Design Funding	\$1,500
Construction Phase	\$3,000
SAB 50-05 (Per Project)	\$500
SAB 50-06 (Per Form)	\$500
CDE 4.07 or 4.08	\$2,000
PIW – Project Information Worksheet	\$500
Facility Hardship – SAB Appeal Item	\$3,000
Financial Hardship Checklists and Applications	
Design Funding	\$7,500
Construction Phase	\$7,500
Financial Hardship Rereview	\$3,500

- 1. If SchoolWorks presence is requested at school board meetings, OPSC site visits or other meetings, the District will be billed at \$140 per hour, plus travel time and expenses.
- 2. This agreement may be terminated by either party with thirty (30) days notice, in writing, and the client will only be billed for work completed.

Fee Schedule

- Annual Eligibility Service: The base fee will be billed upon receipt of the signed contract and each
 year thereafter, as long as this Contract remains in place. The amount is due within thirty days of
 the date of the invoice. Any amount due for form(s) completed during the contract period will be
 billed upon submittal of the form(s) to OPSC. The amount is due within thirty days of the date of
 the invoice.
- 2. District Guarantee: If the Office of Public School Construction (OPSC) or the State Allocation Board (SAB) disapproves an application for the District per the conditions stated herein below, there is no charge from SchoolWorks for that application. Any monies already paid by the District for an application which is disapproved will be completely refunded.
- 3. For purposes of this Agreement, the term "disapproved" means action has been taken by the OPSC or SAB to turn down or reject the application as not meeting OPSC or SAB requirements for approval because the application was not considered by OPSC as a "complete" application. If any 15-day letter or other pertinent notices are sent from the OPSC to the District regarding any application or project SchoolWorks submitted, SchoolWorks needs to receive a copy of the correspondence immediately via fax or email in order to expediently supply additional information to OPSC if requested and in order for the District to still qualify for this District Guarantee. Funding by the State, of course, cannot be guaranteed by SchoolWorks and the approval of a Special Appeal Request submitted by SchoolWorks to the OPSC and the SAB cannot be guaranteed by SchoolWorksIN WHITNESS WHEREOF, the District and SchoolWorks, Inc. have made and executed this Agreement as set forth below.

Conditions and Requirements

- The Application documents will be completed to satisfy the requirements of OPSC. The Application documents will be audited by SchoolWorks to ensure their mathematical accuracy. Responsibility for the accuracy of data supplied by the District lies with the District.
- 2. This portion of the agreement does not include the preparation of any of the documents necessary for the purchase of a new school site unless otherwise herein specified. However, if SchoolWorks is submitting SAB 50-04 funding request forms on behalf of the District, the SchoolWorks staff may assist the Architect towards the submission of the required forms to CDE for requesting Architectural Plan and Site Approval from CDE.

Acceptance of Proposal & Notification to Proceed

 (If or wh 	en applicable) The Board of Trustee	s of the School	District took action to approve this							
agreeme	agreement between SchoolWorks Inc. and the Ducor Union Elementary School District, effective: (date of approval)									
		(date o	f approval)							
2. (If, or wh	nen needed) SchoolWorks is authoriz	ed to contact th	ne OPSC, CDE, DSA, DTSC and/or SAB							
on the [District's behalf and the District gra	nts permission	for OPSC to release and provide to							
SchoolWorks any needed SAB Forms and historical documents.										
Signature: Z	Down Alwery	Signature:								
Printed Name:	Owen Alvarez	Printed Name:								
Date Signed:	5/8/2017	Date Signed:								
Title: ,	VP – State Building Program	Title:								
District:	SchoolWorks, Inc	District:								
Address:	8331 Sierra College Blvd., #221	Address:								
	Roseville, CA 95661									
Phone:	(916) 390-0073	Phone:								
Email:	brett@schoolworksgis.com	Email:								

Tulare County Office of Education

2.9

Committed to Students, Support and Service

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

ົ້າ9) 733-6306 ພx (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

535 Ave. 264 Visalia TO:

Superintendents/Personnel Administrators

FROM:

Enid Brinkman

Credentials and Retirement Supervisor

RE:

Declaration of Need Form for 2017-18 School Year

DATE:

May 19, 2017

If you will be employing teachers on long-term emergency or limited assignment permits for the 2017-18 school year, please submit a new Declaration of Need (Form CL-500) covering your anticipated needs of permits for the year beginning July 1, 2017. This includes <u>summer school</u> teachers.

Please note that the form includes your anticipated needs for the General and Special Education Limited Assignment Permits. You do not include applicants employed on Provisional Internship Permits (PIP) or Short-Term Staff Permits (STSP).

The Declaration of Need must be adopted by the governing board in a regularly-scheduled public board meeting *in its entirety*. It may NOT be presented as part of a consent calendar. Your Declaration must be on file before any emergency permits will be issued. Once it is approved by your board, please submit it to this office with a copy of the board agenda.

Again, we cannot process any applications for emergency permits until a Declaration of Need is received in this office. If you recently mailed your original form to the Commission on Teacher Credentialing, please submit a copy to us as soon as possible. If you have any questions, please feel free to call 733-6327.

lb

Enclosure



Email: credentials@ctc.ca.gov Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year:		
Revised Declaration of Need for year:		
FOR SERVICE IN A SCHOOL DISTRIC	Т	
Name of District:		District CDS Code:
Name of County:		County CDS Code:
By submitting this annual declaration, the	ne district is certifying the following:	:
 A diligent search, as defined bel 	low, to recruit a fully prepared teache	er for the assignment(s) was made
 If a suitable fully prepared teach to recruit based on the priority s 		rict, the district will make a reasonable effort
held on/ certifying that	t there is an insufficient number of osition(s) listed on the attached form	ation at a regularly scheduled public meeting certificated persons who meet the district's at the attached form was part of the agenda,
► Enclose a copy of the board agendor With my signature below, I verify that the force until June 30,	a item the item was acted upon favorably b	y the board. The declaration shall remain in
Submitted by (Superintendent, Board Se	ecretary, or Designee):	
Name	Signature	Title
Fax Number	Telephone Number	Date
	Mailing Address	
	EMail Address	
FOR SERVICE IN A COUNTY OFFICE	OF EDUCATION, STATE AGENCY	OR NONPUBLIC SCHOOL OR AGENCY
Name of County		County CDS Code
Name of State Agency		
Name of NPS/NPA		•

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?	Yes	No L
If no, explain.		
Does your agency participate in a Commission-approved college or university internship program?	Yes	No 🗌
If yes, how many interns do you expect to have this year?		
If yes, list each college or university with which you participate in an	internship program.	
If no, explain why you do not participate in an internship program.		

AGREEMENT FOR TEMPORARY CERTIFICATED EMPLOYMENT

This Agreement, made between the Governing Board of the DUCOR UNION ELEMENTARY SCHOOL DISTRICT and SARINA FLORES, provides as follows:

RECITALS:

A. Employee represents that he/she possesses or will possess the following credentials, certificates, and permits authorizing service in California schools before the first day of work, and has registered each with the Tulare County Superintendent of Schools:

	TYPE	<u>EXPIRES</u>
1.	30-Day Substitute Teaching Permit	11/01/2017
2.	Internship Credential (Pending)	
3.		

B. The District is desirous of filling a temporary opening on its certificated staff for the time period shown below.

NOW, THEREFORE, the parties agree as follows:

1. NOTICE OF CLASSIFICATION: With the District relying on the above representation as to credentials and permits held or will hold, Employee is hired as a certificated employee to serve on a temporary basis in the following position:

(Job title/duties) Teacher for the FIRST GRADE class.

This position is filled under the provisions of the Education Code section indicated below:

9	44909	Categorically-funded teacher or	9	44920	Leave replacement pool
		replacement			
9	44913	Summer school teacher	9	44921	First semester high school teacher
9	44917	Long-term substitute	9	44929.25	Adult school teacher for 60% FTE or less
9	44919	Temporary class teacher or walk-on coach			

It is understood that the use of the term "temporary" or "substitute" in this Agreement refers in all cases to employment under the specific Education Code authority cited above.

- 2. PERIOD OF EMPLOYMENT: Employee is hired for a period commencing August 7, 2017 and terminating at the earliest to occur of the following:
 - a. June 1, 2018; or
 - b. Notification by the District that the temporary employment hereunder is terminated. This notification may be given at the pleasure of the board, prior to Employee serving during one school year 75 percent of the number of days the regular schools of the district are maintained. After serving 75 percent of the number of days so specified, Employee may be notified at any time before the end of the school year of the District's decision not to reelect the employee for the next succeeding year; or
 - c. Loss, surrender, or expiration of any credential held by Employee (without advance written District permission); or

- d. Failure to pass the CBEST or any District prescribed proficiency test; or
- e. Expiration of the categorical or contract project if employment is under Education Code section 44909; or
- f. June 30, 2018, the end of the fiscal year.

Executed at Ducor, California, this 13th day of June, 2017.

- 3. HOURS OF EMPLOYMENT: Employee is hired for 100% of a full-time position and will be required to render service as follows: (Days and hours of employment) Monday Friday Hours: 8:00 A.M. to 3:30 P.M.
- 4. COMPENSATION: Employee will be compensated at the applicable rate of pay for certificated employees, which shall be \$4071.09 per month. Payment will be made monthly by payroll warrant, with appropriate deductions for tax withholding, STRS, Social Security (if applicable) and any other deduction authorized in writing by the Employee and accepted by the District.
- 5. STATUS OF EMPLOYMENT: Employee specifically acknowledges that this contract does not establish any right to probationary or permanent employment status. Employee further specifically acknowledges that the District may terminate the temporary employment on any basis specified in paragraph 2, above, without any obligation to provide a statement of reasons, evidence of cause, or a right to a hearing.
- 6. ADHERENCE TO LAWS AND REGULATIONS: Employee agrees that he/she will faithfully adhere to all laws of the State of California and of the United States, the regulations of the State Board of Education, the regulations, policies, and directives of the District Board and all lawful directives of Employee's superiors. Said laws and rules are hereby made a part of the terms and conditions of this offer of employment, the same as if they had been expressly set forth herein.
- 7. OFFER OF EMPLOYMENT: This Agreement constitutes an offer of employment only and confers no legal or equitable rights until and unless it is approved by the Governing Board at a lawfully conducted public meeting.

2,10

AGREEMENT FOR TEMPORARY CERTIFICATED EMPLOYMENT

This Agreement, made between the Governing Board of the DUCOR UNION ELEMENTARY SCHOOL DISTRICT and RACHEL CENTENO, provides as follows:

RECITALS:

A. Employee represents that he/she possesses or will possess the following credentials, certificates, and permits authorizing service in California schools before the first day of work, and has registered or will register each with the Tulare County Superintendent of Schools:

	$\underline{\text{TYPE}}$	EXPIRES
1.	30-Day Substitute Teaching Permit	07/01/17
2.	30-Day Substitute Teaching Permit	07/01/18
3.	Provisional Internship Permit (Pending)	

B. The District is desirous of filling a temporary opening on its certificated staff for the time period shown below.

NOW, THEREFORE, the parties agree as follows:

1. NOTICE OF CLASSIFICATION: With the District relying on the above representation as to credentials and permits held or will hold, Employee is hired as a certificated employee on a Provisional Internship Permit to serve on a temporary basis in the following position:

(Job title/duties) Teacher for the FIRST GRADE in a Self Contained class at Ducor Union Elementary School. This position is filled under the provisions of the Education Code section indicated below:

9 44909	Categorically-funded teacher or replacement	9 44920	Leave replacement pool
9 44913	Summer school teacher	9 44921	First semester high school teacher
9 44917	Long-term substitute	9 44929.25	Adult school teacher for 60% FTE or less
9 44919	Temporary class teacher or walk-on coach		

It is understood that the use of the term "temporary" or "substitute" in this Agreement refers in all cases to employment under the specific Education Code authority cited above.

- 2. PERIOD OF EMPLOYMENT: Employee is hired for a period commencing August 7, 2017 and terminating at the earliest to occur of the following:
 - a. June 1, 2018; or
 - b. Notification by the District that the temporary employment hereunder is terminated. This notification may be given at the pleasure of the board, prior to Employee serving during one school year 75 percent of the number of days the regular schools of the district are maintained. After serving 75 percent of the number of days so specified, Employee may be notified at any time before the end of the school year of the District's decision not to reelect the employee for the next succeeding year; or

- c. Loss, surrender, or expiration of any credential held by Employee (without advance written District permission); or
- d. Failure to pass the CBEST or any District prescribed proficiency test; or
- e. Expiration of the categorical or contract project if employment is under Education Code section 44909; or
- f. June 30, 2018, the end of the fiscal year.

Executed at Ducor, California, this 13th day of June, 2017.

Date of Governing Board Approval

- 3. HOURS OF EMPLOYMENT: Employee is hired for 100% of a full-time position and will be required to render service as follows: (Days and hours of employment) Monday Friday Hours: 8:00 A.M. to 3:30 P.M.
- **4. COMPENSATION:** Employee will be compensated at the applicable rate of pay for certificated employees, which shall be \$4071.09 per month. Payment will be made monthly by payroll warrant, with appropriate deductions for tax withholding, STRS, Social Security (if applicable) and any other deduction authorized in writing by the Employee and accepted by the District.
- 5. STATUS OF EMPLOYMENT: Employee specifically acknowledges that this contract does not establish any right to probationary or permanent employment status. Employee further specifically acknowledges that the District may terminate the temporary employment on any basis specified in paragraph 2, above, without any obligation to provide a statement of reasons, evidence of cause, or a right to a hearing.
- 6. ADHERENCE TO LAWS AND REGULATIONS: Employee agrees that he/she will faithfully adhere to all laws of the State of California and of the United States, the regulations of the State Board of Education, the regulations, policies, and directives of the District Board and all lawful directives of Employee's superiors. Said laws and rules are hereby made a part of the terms and conditions of this offer of employment, the same as if they had been expressly set forth herein.
- 7. OFFER OF EMPLOYMENT: This Agreement constitutes an offer of employment only and confers no legal or equitable rights until and unless it is approved by the Governing Board at a lawfully conducted public meeting.

. 2017.

Uo/09/2017

Ducor Union Elementary School

MONTHLY ATTENDANCE SUMMARY

Page 1

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Month 11 - From 05/15/2017 Through 06/09/2017

2016-2017

	a	ATE	Total ADA t (N/O)			14.96	14.96	15.48	15.48	2.98	8.33	11.31	13.86	13.86	55.60	19.60	19.60	19.57	19.57	30.59	30.59	69.76	18.62	18.62	19.13	19.13	37.75	163.11
	0	YEAR TO DATE	Days Taught)		180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180
	z	YE	Total Apport	Attend		2692	2692	2786	2786	537	1499	2036	2494	2494	10008	3528	3528	3523	3523	5506	5506	12557	3352	3352	3443	3443	6795	29360
	Σ	Loss at	End of Last	School	Cay	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
,		Percent	Attend J/(A*D)-G			92.86%	92.86%	92.86%	92.86%	95.24%	97.62%	97.02%	98.47%	98.47%	95.07%	%20.96	96.07%	94.74%	94.74%	95.09%	95.09%	95.27%	97.22%	97.22%	97.50%	97.50%	97.37%	%89'56
From 05/15/2017 Through 06/09/201	 		A.D.A. (J/A)			14.86	14,86	14.86	14.86	2.86	8.79	11.64	13.79	13.79	55.14	19.21	19.21	18.00	18.00	30.43	30.43	67.64	17.50	17.50	19.50	19.50	37.00	159.79
arough 0		Total	Apport Attend	(A*D)-G-H		208	208	208	208	40	123	163	193	193	772	269	269	252	252	426	426	947	245	245	273	273	518	2237
2017 TH	_	Actual	Days (A*D)			224	224	224	224	42	126	168	196	196	812	280	280	266	266	448	448	994	252	252	280	280	532	2338
05/15/2	エ	Days	Non- Apport	Attend		16	16	16	16	2	3	5	3	3	40	11	11	14	14	22	22	47	7		2	2	14	101
From	ဖ	Days	Not Enroll			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Month 11 -	止	Ending	Enroll- ment	(D-E)		16	16	16	16	က	6	12	14	14	58	20	20	19	19	32	32	71	18	18	20	20	38	167
Mor	Ш	Losses				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Total	Enroll- ment	(B+C)		16	16	16	16	က	G	12	4	14	58	20	20	19	19	32	32	71	13	48	20	20	38	167
	ပ	Gains				0	0	0	0	0	0	0		×	Ļ	0	0	0	0	0	0	0	0	0	0	0	0	
_	m	Enroll-	ment Carried	Fwd		16	16	16	16	3	6	12	13	13	57	20	20	19	19	32	32	71	18	18	20	20	38	166
ogran	4	Tcha	Days			14	14	14	4	4.	14	12	14	14	44	14	14	14	4.	14	14	14		14	41	14	3 14	14
Regular Program				'	Level No.	K 25	K TOTAL	1 4	1 TOTAL	2 4	2 29	2 TOTAL	3 29	3 TOTAL	TOTAL K-3	4 18	4 TOTAL	5 26	TOTA		6 TOTAL	TOTAL 4-6	7 31	7 TOTAL	8 27	8 TOTAL	TOTAL 7-8	PROGRAM
		ereg ,		<u> </u>		<u> </u>	J	1	1		J	1			J ,	j	1.88		<u>]</u>		<u>I</u>			<u> </u> 88	3	<u> </u>	<u> </u>	

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

Ducor Union Elementary School

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Page 2

Month 11 - From 05/15/2017 Through 06/09/2017 MONTHLY ATTENDANCE SUMMARY

Program T TK Program

2016-2017

	⋖	В	ပ	Ω	Ш	LL.	O	工	_	<u>۔</u>	'		Σ	Z	0	Δ
	Tcha		Gains	Totai	Losses	Ending	Days	Days	Actual	Total		Percent	Loss at	YE	YEAR TO DATE	Щ
	Days	Carried		Enroll- ment		Enroll- ment	Not Enroll	Non- Apport	Days (A*D)	Apport Attend	A.D.A. (J/A)	Attend J/(A*D)-G	End of Last	Total Apport	Days	Total ADA (N/O)
Grade Tchr		Fwd		(B+C)		(D-E)		Attend		(A*D)-G-H			School Day	Attend	?) ;
X 25	4.	2	-	c.	0	က	0		42	41	2.93	97.62%	0	491	180	2.73
K TOTAL	4	2	100 Tile (100 mile)	3	0	В	0	7	42	41	2.93	97.62%	0	491	180	2.73
TOTAL K-3	14	2	-	3	0	3	0	Τ.	42	41	2.93	82'65%	0	491	180	2.73
PROGRAM	14	2	1	3	0	က	0	1	42	41		97.62%	0	491	180	2.73

CLIENT NEWS BRIEF

California Public Records Act Applies to Private Accounts

Emails, text messages and other written communications sent to or from a public official's private account may be subject to disclosure under the California Public Records Act (CPRA), the California Supreme Court ruled unanimously in a highly anticipated decision published on March 2, 2017. (*City of San Jose et al. v. Superior Court* (March 2, 2017, No. S218066) ___ Cal.5th ___ http://www.courts.ca.gov/opinions/documents/S218066.PDF>.)

The court held that the public has a right under the CPRA to access texts, emails and other records discussing public business regardless of whether the records were created, received by or stored in a private account. "If public officials could evade the law simply by clicking into a different email account, or communicating through a personal device," the court wrote, "sensitive information could routinely evade public scrutiny."

This case had its origin in a 2009 lawsuit against the City of San Jose, its redevelopment agency and several city officials. The plaintiff in that case, a community activist, claimed that the city's failure to provide certain records regarding a downtown redevelopment project and other city business violated the CPRA. The city had provided certain records, but declined to provide voicemails, emails and text messages that were sent and received by city officials on personal devices using personal accounts. In 2013, a trial court judge ruled against the city, finding that communications sent to or received from city officials regarding public business are public records regardless of what device or account was used to create and deliver them. (See 2013 Client News Brief No. 17.)

The city appealed the decision, and in 2014, the Sixth District Court of Appeal reversed the decision. The appellate court ruled that the CPRA's definition of public records as communications "prepared, owned, used, or retained" by a public agency did not include messages sent or received on individual city officials' and employees' private devices and accounts. (See 2014 Client News Brief No. 21.) Distinguishing between a public agency as the holder of public documents and its individual elected officials and employees, the appellate court held that, as a practical matter, the city could not use or retain a message sent from an individual council member's phone that was not linked to a city server or account. While acknowledging the potential for abuses, the court determined that it is up to the Legislature to decide whether to require public agencies to police officials' private devices and accounts.

The community activist then appealed to the California Supreme Court, where the case languished for nearly three years before the high court overturned the appellate decision.

In its ruling, the Supreme Court disagreed with the appellate court because records "prepared" on private devices could still qualify as public records. The high court observed that the agency itself is not a person who can create, send and save communications; rather, any such communication would come from

March 2017 Number 11



Harold M. Freiman Partner Walnut Creek Office hfreiman@lozanosmith.com



Manuel F. Martinez Partner Walnut Creek Office mmartinez⊚lozanosmith.com



CLIENT NEWS BRIEF

March 2017 Number 11

or be received by an individual. As such, the city's elected officials and employees were in essence acting as the city, and to the extent that their emails pertained to city business, they were public records.

The court did narrow the type of records that are subject to disclosure, holding that records containing conversations that are primarily personal in nature are not subject to disclosure under the CPRA. The court also acknowledged that determining whether particular communications constitute public records is a heavily fact-specific process, and decisions must be made on a case-by-case basis. This will create challenges for public agencies as they attempt to follow the reasoning of this decision.

The court also addressed the practical challenges around retrieving records from personal accounts, including ways to limit the potential for invading personal privacy. For guidance, the court offered examples of methods for retrieving records from personal accounts including procedures adopted by federal courts applying the Freedom of Information Act and followed by the Washington Supreme Court under that state's records law that allow individuals to search their own devices for responsive records when a request is received and to submit an affidavit regarding potentially responsive documents that are withheld. The court also discussed adoption of policies that would prohibit the use of personal accounts for public business, unless messages are copied and forwarded to an official government account. While these methods were offered as examples, the court did not endorse any specific approach.

The opinion did not address a host of other practical issues, such as how public agencies should proceed when employees refuse or fail to provide access to records contained in their private accounts.

The decision means that public agencies must now carefully consider how to retrieve business-related public records that may be located in employees' and officials' personal accounts. One approach is to create new policies that address the decision. However, public agencies should consider the implications such policies may have on issues such as collective bargaining, records retention, acceptable use policies and other policies concerning technology.

Lozano Smith attorneys can provide a wide array of CPRA services, including preparing policies to address this opinion, responding to CPRA requests, analyzing documents and assisting in related litigation. Lozano Smith has a model email retention policy, and is in the process of reviewing and updating this and other model policies to reflect the impact of this decision. In order to receive our existing retention policy, which addresses individual employees' obligations in relation to electronic communications, or to request our upcoming board policy to address the court's decision, you may also email Harold Freiman at hfreiman@lozanosmith.com or Manuel Martinez at mmartinez@lozanosmith.com. We will also be producing webinars about the City of San Jose case and electronic records under the CPRA.

For more information on the *City of San Jose* opinion or about the California Public Records Act application to personal technology in general, please contact the authors of this Client News Brief or an attorney at one of our <u>nine offices</u> located statewide. You can also visit our <u>website</u>, follow us on <u>Facebook</u> or <u>Twitter</u> or download our <u>Client News Brief App</u>.

CSBA Policy Development Workshop

Tezeta Stewartz <tstewartz@csba.org>

Thu 6/1/2017 1:39 PM

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

1 attachment

Services Pricing Sheet- Ducor ESD.pdf;

Hello Superintendent Rodriguez,

Please see attached for a quote sheet that reflects our 2017-18 fee schedule, you will find my recommendations highlighted in yellow. Below you will find a description of our consortium service option that you may forward to other districts in the area that have an ADA of less than 1,000.

I look forward to assisting you through this process please let me know if you have any additional questions or concerns.

Tezeta

CSBA Policy Development Workshop- Consortium

The Policy Development workshop consists of a two to three day workshop pairing the knowledge and experience of district administrators with the expertise of a CSBA consultant. During the PDW a CSBA policy consultant will come to a central location to facilitate the creation of a new policy manual for your districts. At the end of this process each district will have a fully updated, user-friendly district/COE policy manual that complies with state and federal law and meets local needs.

- · Helps ensure compliance with state and federal mandates.
- · Incorporates unique local perspective into every policy manual.
- Familiarizes participating staff and board members with the district's policies and regulations

The Consortium option is only for districts with an ADA of 1,000 students or less. Consortium participants will also be responsible for the CSBA Consultant travel costs which will be split among all participating districts.

All consortium participants must be GAMUT online subscribers.

- Cost to each district
 - o \$5,420 w/ 3 Districts
 - o \$5,330 w/ 4 Districts
 - \$5,275 w/ 5 Districts

Best,

Tezeta Stewartz

Policy Manual Consultant

California School Boards Association 3251 Beacon Blvd. West Sacramento, CA 95691 tstewartz@csba.org | (916) 669-3259





Ducor Union ESD

P.O. Box 249, Ducor, CA 93218

GAMUT Online

\$ 1,000

GAMUT Online provides easy access to CSBA sample policies, regulations and bylaws, pertinent laws and other resources. GAMUT Online is updated continuously. It includes all of CSBA's sample policies, the entire Education Code, Title 5, other referenced state and federal code sections, California Department of Education advisories, a "keyword" index, and the ability to easily download sample policies and regulations to word processing programs for editing. Email notifications let you know when the CSBA sample policy manual has been updated on GAMUT Online.

Manual Maintenance

\$ 2,080

Updated policy packets are issued five times a year and contain sample policy language that may be modified to reflect local goals, philosophy and practices. CSBA provides word processing of your district-adopted policies and regulations incorporating any modifications, official adoption dates, and your district name. This service is provided electronically (via email) and/or in hard copy.

Policy Online

\$3,080 (GAMUT Online + Manual Maintenance)

Combining the benefits of GAMUT Online and Manual Maintenance services, Policy Online includes the posting of your own district's policy manual online. Additional benefits include:

- Allows your district the option of eliminating the distribution and maintenance of policy binders throughout the district.
- Assures district leadership that everyone is relying on the same policy.
- Allows your district to have a "public account" to give internet access to the district's policy manual
 to parents, students and other community members. The "public account" is a limited account giving
 access to only the district's policy manual.
- Newly adopted and revised policies are normally posted on GAMUT Online within 30 days after they
 are received by CSBA. CSBA provides an e-mail notification to your district when policies have
 posted.

Policy Development Workshop \$8,200

The Policy Development workshop consists of a two to three day workshop pairing the knowledge and experience of district administrators with the expertise of a CSBA consultant. During the PDW a CSBA policy consultant will come to your office to facilitate the creation of a new policy manual for your district. At the end of this process you will have a fully updated, user-friendly district/COE policy manual that complies with state and federal law and meets local needs.

- Helps ensure compliance with state and federal mandates.
- Incorporates unique local perspective into every policy manual.
- Familiarizes participating staff and board members with the district's policies and regulations.

Policy Development Workshop- Consortium

\$5,420 w/ 3 Districts (per district) \$5,330 w/ 4 Districts (per district) \$5,275 w/ 5 Districts (per district)

Only for districts with an ADA of 1,000 students or less. The Policy Development consortium participants will also be responsible for the CSBA Consultant travel costs which will be split among all participating districts.

Must be GAMUT online subscribers

Prices of all services are based on your district's current ADA of 175.

For more information, please contact:
Tezeta Stewartz
Policy Consultant
(916)669-3259
tstewartz@csba.org

Staff Positions:	Ducor School		
Classroom Grade	Staff Member	Status	2017-18
0	Kathline Flores	FT	self-contain
1	Sabrina Flores	FT (intern)	self-contain
2	Maryann Woodruff	FT	self-contain
3	Virginia Walker	FT	self-contain
4	Rachel Centeno	FT (EC)	self-contain
5	Darrin Hill	FT	self-contain
6	Angelica Esqueda	FT (intern)	Math
7	John Dhanens	FT (intern)	Science
8	Kyle McDonald	FT	History
Cafeteria			
1	Rosalba Avila	FT	kitchen/custodial
Custodians			
1	Noe Rodriguez	FT	Maintenance/bus driver
2	Jeff Delk	PT	Custodian/bus driver
3	Daniel Alcatar	PT	Custodian
Librarian Technician			
1	Debbie Bates	PT	Library/support
Counselor			
1	Juan Reyes	PT	school counselor 3 days a week
Office			
1	Ruby Navarro	FT	Office Administrator
2	Jeremiah Sosa	FT	Business Manager
3	Isidro Rodriguez	FT	Superintendent/Principal

Resources			
1	Laura Fielder	FT	Special Ed. Aide/TCOE/5 days
2	Joan Ishida	PT	Spec. Ed. Instructor/TCOE/3 days
3	Melissa DiMaccio	PT	Psychologist/TCOE/1 day
4	Speech Therapist		TCOE/as needed
5	Deaf and Hearing		TCOE/ as needed
6	Nurse		TCOE/ as needed
Band for Today			
1	Band Teacher	PT	Music teacher 2 hours a session
After School			
1	Choices Program		5 days a week/ 3 hours a day
2	Brian Crabtree		English Second Language Instructor
3	Flora Avila/Maria Bara	ajas	Pre-school tutoring 3 days a week
4	Mary McGill		Arts and Craft/Cooking
5	Patricia Hughes		Catechism
6	PTA		meets weekly/monthly as needed