
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) January 10, 2017

DUCOMMUN INCORPORATED

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-08174
(Commission
File Number)

95-0693330
(IRS Employer
Identification No.)

23301 Wilmington Avenue, Carson, California
(Address of principal executive offices)

90745-6209
(Zip Code)

Registrant's telephone number, including area code (310) 513-7200

N/A
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry Into a Material Definitive Agreement

(a) On January 10, 2017, Ducommun Incorporated (the “Company”) and James S. Heiser, the Company’s vice president, general counsel and secretary, entered into a transition services letter agreement in the form attached hereto as Exhibit 99.1 (the “Letter Agreement”). Under the Letter Agreement, Mr. Heiser will provide transition support services to the Company for a period of three (3) months following his retirement (which is expected on April 1, 2017). The Company will continue to pay Mr. Heiser’s base salary in the amount of \$358,849 per year and continue to provide medical, dental and vision insurance benefits for a period of thirteen (13) weeks following his retirement. Mr. Heiser will be considered an “employee” of the Company for purposes of continued vesting of stock options and restricted stock units for a period of one (1) year following his retirement.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(b) On January 10, 2017, James S. Heiser, the Company’s vice president, general counsel and secretary, announced his retirement effective April 1, 2017.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

99.1 Transition Services Letter Agreement dated January 10, 2017 between Ducommun Incorporated and James S. Heiser.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

DUCOMMUN INCORPORATED

(Registrant)

Date: January 16, 2017

By: /s/ James S. Heiser

James S. Heiser

Vice President and General Counsel

23301 Wilmington Avenue
Carson, CA 90745-6209
310.513.7200
www.ducommun.com



January 10, 2017

Mr. James S. Heiser
Ducommun Incorporated
23301 Wilmington Ave.
Carson, CA 90745

Dear Jim:

Re: Transition Support

This letter agreement (the "Agreement") sets forth the terms of the agreement between Ducommun Incorporated (the "Company") and James S. Heiser ("you" or "Employee") to provide transition support services following your retirement, which is expected to take place in April 2017.

1. Transition Support. For a period of thirteen (13) weeks following your retirement, you will make yourself generally available by telephone and email to respond to questions and otherwise support an orderly transition of your duties as General Counsel of the Company. You will not be expected to provide legal advice or represent the Company as an attorney following your retirement.

2. Compensation.

(a) The Company will continue to pay your base salary in the amount of \$358,849 per year (subject to normal payroll tax withholdings) on a bi-weekly basis for a period of thirteen (13) weeks following your retirement,

(b) The Company will continue to pay, for a period of thirteen (13) weeks following your retirement, the cost of medical, dental and vision insurance benefits for you and your immediate family (subject to normal employee contributions) to the extent similar coverage is provided during that period to the Company's officers generally, and

(c) The Company will continue to consider you an "employee" for a period of one (1) year following your retirement solely for the purposes of continued vesting under any stock option agreements and restricted stock unit agreements between the Company and you in effect on your retirement date.

3. Expenses. The Company will reimburse you for all usual expenses paid or incurred by you in performing the services hereunder consistent with the Company's expense reimbursement policy.

4. Stock-based Compensation. Except as provided in paragraph 2(c) above, this letter agreement does not alter or amend the terms of the stock option agreements, restricted stock agreements and performance stock agreements (collectively, the “Stock Agreements”) between the Company and you, which shall continue in full force and effect following your retirement. Exhibit A attached hereto summarizes the status of your Stock Agreements as of the date of this letter agreement, assuming (i) you retire in April 2017, and (ii) a “change in control” of the Company does not occur.

5. Entire Agreement; Amendments; No Representations. This Agreement constitutes the entire agreement between the Company and you concerning the subject matter hereof. No amendment or modification of this Agreement shall be valid unless in writing signed by the Chief Executive Officer of the Company and you.

If you are in agreement with the foregoing, please sign a copy of this letter in the space below and return it to me.

Sincerely,

DUCOMMUN INCORPORATED

By: /s/ Anthony J. Reardon
Chief Executive Officer

ACCEPTED AND AGREED:

/s/ James S. Heiser

Employee

January 10, 2017

Date

EXHIBIT A

STOCK-BASED COMPENSATION

(as of January 10, 2017, assuming retirement in April 2017 and
no “change of control” of the Company occurs)

STOCK OPTIONS (1):

Grant Date	No. of Shares	Exercise Price (\$)	Date Exercisable
7/31/2013	11,250	22.84	Currently
7/31/2013	3,750	22.84	7/31/2017
3/18/2014	4,000	24.90	Currently
3/18/2014	2,000	24.90	3/18/2017
3/18/2014	2,000	24.90	3/18/2018
3/30/2015	2,000	25.51	Currently
3/30/2015	2,000	25.51	3/30/2017
3/30/2015	2,000	25.51	3/30/2018
3/23/2016	2,500	15.92	3/23/2017
3/23/2016	2,500	15.92	3/23/2018

RESTRICTED STOCK UNITS:

Grant Date	No. of Shares	Vesting Date
3/18/2014	1,334	3/18/2017
3/30/2015	1,500	3/18/2017
3/30/2015	1,500	3/18/2018
3/23/2016	2,333	3/18/2017
3/23/2016	2,334	3/18/2018

PERFORMANCE STOCK UNITS:

Grant Date	Target Shares	"Earned" Shares (2)			
		2014	2015	2016	2017
3/18/2014	6,000	4,002	0	(3)	—
3/30/2015	6,000	—	0	(3)	(4)
3/23/2016	6,000	—	—	(3)	(4)

Notes:

- (1) Stock options are exercisable for full term following retirement.
- (2) Shares "earned" for 2014-2016 will be issued to Employee immediately on retirement date.
- (3) Shares "earned" for 2016 will be determined by the Compensation Committee in March 2017.
- (4) Since Employee is expected to be employed for one quarter of 2017, "target" shares for 2017 will be reduced to 1,500 shares for the 2015 grant and 1,500 shares for the 2016 grant. Shares "earned" for 2017 will be determined by the Compensation Committee in March 2018 and issued to Employee immediately thereafter.