

Contract Between Alum Rock Union Elementary School District and Jess Serna, Retired Annuitant

This contract is between Jess Serna (hereinafter called the "Retired Annuitant") having an office at 1203 W. Monterey Ave., Stockton, California and the Alum Rock Union Elementary School District (hereinafter referred to as Owner or District), having an office at 2930 Gay Avenue, San Jose, CA 95127 California.

Whereas, the District has determined that the service of the Retired Annuitant herein specified are deemed necessary, desirable and in the best interests of the District.

Whereas, the Retired Annuitant represents that he is duly qualified and able to render the services as hereinafter described;

Now, therefore, in consideration of aforesaid premises, the parties mutually agree as follows:

1. Amendment: No amendment or modification of the contract shall be deemed effective unless and until it is executed in writing by the parties hereto. The only officer with authority to execute an amendment to this contract is the Retired Annuitant and the District's Governing Board or designee.
2. Applicable law, Jurisdiction and Venue: This contract shall be construed and interpreted according to the laws of the State of California.
3. Assignments: The Retired Annuitant shall neither assign transfer nor delegate any rights, obligations or duties under the contract without prior written consent of the District.
4. Attorney Fees: The parties agree that in the event of a dispute, each party will bear its own cost of litigation and attorney's fees.
5. Compliance with Applicable Laws: Retired Annuitant and District shall comply with all applicable statutes, laws, ordinances, codes, order rules, regulations, proclamations, and other governmental requirements, all the aforementioned provisions are incorporated by reference.
6. Compliance with District Regulations: Retired Annuitant and District shall comply with all District policies and regulations.

7. Contract Term: This contract shall become effective as of July 1, 2020 and shall continue in full force and effect until June 30, 2021 unless terminated by the Retired Annuitant or District upon giving 30 day written notice.
8. Entire Agreement: This contract constitutes the entire agreement between the parties.
9. Fee Schedule: The District shall pay Retired Annuitant a daily rate of \$707.95 for work completed under this agreement and a daily mileage and travel allowance of \$250.00 per day while in work status. Payment shall be made via the District's payroll and accounts payable processes. The daily rate is based on a 7.5 hour work day at a hourly rate of \$95.00 and partial days will be paid at the rate of \$47.50 per hour. Retired Annuitant shall submit a timesheet for each day for which fees/compensation is sought detailing the date the work was performed, a reasonable description of the tasks performed, and the amount of time spent on the task in 1/10th of an hour increments.
10. Expense Reimbursement: The District shall reimburse Retired Annuitant for reasonable per diem expenses in accordance with the District's policies in performing services under this agreement. District also shall reimburse Retired Annuitant for costs of meals and lodging as authorized by District when travel is required to attend meetings and conferences.
11. Notices: Any notice required to be given under this contract shall be sent by certified mail to the parties at the following addresses:

To: Alum Rock Union Elementary School District
Dr. Hilaria Bauer, Superintendent
2930 Gay Avenue
San Jose, CA 95127

To: Jess Serna
1203 W. Monterey Ave
Stockton, CA 95204
(209) 993-4587
12. Relationship: The parties agree that the Retired Annuitant is an employee classified as a retired annuitant. The Retired Annuitant and District shall be responsible for their respective statutory payroll related costs. The Retired Annuitant shall not participate in group insurance plans which may be available to employees of the District, participation in the public employees retirement system, accumulation of vacation or sick leave.
13. Reporting: The Retired Annuitant shall report directly to the District Superintendent or designee.

14. Scope of Work: The Retired Annuitant shall perform services in the area of school district human resources. All work shall be done in a good and workmanlike manner in accordance with industry standards.

15. Work Schedule: It is understood that due to the fluid nature and the demands of the District the Retired Annuitant's work schedule may vary. A flexible work week averaging two (2) to three (3) days per week is anticipated by both parties.

16. Work Space: District shall provide Retired Annuitant with suitable work space and access to the District's office equipment, network, internet, and financial systems.

In witness whereof, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

ALUM ROCK UNION SCHOOL DISTRICT

By _____

Printed Name: Dr. Hilaria Bauer

Title: Superintendent

Date _ _ _ _ _

RETIRED ANNUITANT - JESS SERNA

Date _____

By: _____

Printed Name: Jess Serna Retried

Title: Human Resources Consultant