



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue

San José, CA 95127

Phone: 408•928•6800

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EMPLOYEE CONTRACT

Agreement is entered into this _____ day of _____ 20____ by and between Alum Rock Union
Day Month Year

Elementary School District (*hereinafter referred to as District*) and _____
Contracted Employee

SS# _____ (*hereinafter referred to as Contracted Employee*).

Address _____ City _____ State _____ Zip Code _____

Telephone (day) _____ Telephone (evening) _____

Please answer the following questions:

- | | | |
|---|-----|----|
| 1. Do you have a valid California Driver's License? | Yes | No |
| 2. If under the age of 18, please list age _____ | Yes | No |
| 3. Can you, upon employment, submit verification of your legal right work in the United States? (Proof of citizenship or immigration status will be required upon employment) | Yes | No |

GENERAL CONDITIONS:

1. FINGERPRINTING

Contracted Employee must have fingerprint clearance prior to beginning work.

2. Services to be performed

In consideration of the payments as described. Contracted employee shall perform services for the District as set forth below. (Attach additional pages, if needed.)

Contract Hire Date: _____ **Contract End Date:** _____
Month/Day/Year Month/Day/Year

Contract Position: _____ **Location/Department:** _____

3. Payment in Consideration of the Services and Materials Provided to Paragraph 2 (Timesheet Required)

District shall pay an amount not to exceed \$ _____ paid at the rate of \$ _____ per _____
to *Contracted Employee* during term of this agreement. *Contracted employee* will be paid monthly on the 10th based on approved timesheet submitted and signed by the Program Manager.

4. Procedure for Payment

All timesheets must be submitted to and approved by the Program Manager. The Timesheet must include the contracted employee's name, social security number, and itemization of dates services were performed. **The program manager will submit the approved timesheet to the Payroll department for payment.**

5. Disclaimer for Retirees

Contracted Employees acknowledge that the State of California has enacted laws dealing with the right of persons retired under the State Teachers' Retirement System or Public Employees' Retirement System, to receive compensation from school districts after retirement. Education Code Section 23919 limits the amount of money a retiree can earn from a school district after retirement and purports to make this limitation whether the person is paid as an independent contractor. If Contracted Employee to this agreement is currently a retiree under the State Teachers' or Public Employees' Retirement System, Contracted Employee shall so inform District.

If, by this contract or any other activities involving the school district, Contracted Employee earns more than the amount specified in the Education Code in any one fiscal year, we suggest that the Contracted Employee Contact the appropriate retirement system

to determine continued eligibility to receive retirement allowances. This district can in no way be responsible for loss of diminution or retirement benefits based on the receipt of money pursuant to this contract. If there are any questions District suggests the appropriate retirement system be contacted.

6. Equipment and Facilities

District will provide all necessary equipment and facilities to render Contracted Employee services pursuant to this agreement unless the parties to this agreement specifically agree in writing that said equipment and facilities will be provided in a different manner.

Contracted Employee agrees to comply with all federal, state, and local laws regarding licenses or certification(s) that may be required to carry our the work to be performed under this agreement.

7. Withholding

District shall withhold monies on behalf of the Contracted Employee for federal income tax, state income tax, and social security tax as prescribed by law.

8. Changes or Alterations

No changes, alterations, or variations of any kind to this agreement are authorized without the written consent of the District.

9. Termination

District may terminate this agreement and be relieved of the payment of any consideration to Contracted Employee should Contracted Employee fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, District may proceed with the work in any manner deemed proper by District. The cost to the District shall be deducted from any sum due Contracted Employee under this agreement, and the balance, if any, shall be paid Contracted Employee on demand.

Without cause, either party may terminate this agreement after giving 30 days written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30 day period after any notice of intent to terminate without case has been given.

With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include: (a) material violation of this agreement (b) any act exposing the other party to liability for personal injury or property damage: and (c) improper or unsatisfactory performance.

Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certificated mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

10. Relationship of the parties

It is understood that this is an agreement by and between Contracted Employee and District. The Contracted Employee is not eligible for and shall not participate in any employer pension plan, health, or other fringe benefit plan of the District. Contracted Employee will be eligible for coverage by the District's workers' compensation plan and FICA.

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR 000000	LOC XXX	PROG XXXX

Program Manager Signature

Date

Contracted Employee Signature

Date

Director, Human Resources Division

Date

EMPLOYEE CONTRACT FLOW CHART

Current Employee*

School Administrator will send completed and signed Employee Contract to the Business Office for coding verification- **Regina Cardenas**

Note: Incomplete Packets will be returned to the School.

Send to the Human Resources Department for processing

-**Irma Barahona**

Copy of Contract and Action will be sent to the Payroll Department for processing

New Contracted Employee **

School Administrator will send completed and signed Employee Contract to the Business Office for coding verification- **Regina Cardenas**.

Note: Incomplete Packets will be returned to the School.

Send to the Human Resources Department for processing

- **Irma Barahona**

New Employee will be contacted to schedule a live scan appointment & hire packet distribution. Employee's name will be sent to the monthly board meeting for approval
HR will contact the Business Office if background check did not clear

Documents required for Live Scan Appointment:

- Valid State Issue Photo ID
- Social Security Card
- TB Clearance
- Covid Vaccination Card
- Money Order - \$35 payable to ARUSD

Please Note: New Contracted Employees cannot begin services until the Human Resources Department notifies the principal/program manager with H.R. Clearance.

New Employees need board approval.

* All agreements need to be fully executed before payment can be made.

** For a new contracted employee, the contract needs to be submitted at least 45 days before work begins to allow enough time for routing and District Approval.