0000014

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue San José, CA 95127 Phone: 408•928•6800

Classification: Certificated

EMPLOYEE CONTRACT

Agreement is entered into this day of 06/27/2026 by and between Alum Rock Union Elementary School District (hereinafter referred to as District) and George Sanchez (hereinafter referred to as Contracted Employee).

Contracted Employee

SS#/Emp ID#: _____ Email Address: _____

Address: _____ City, State, Zip: _____

Telephone (day): _____ Telephone (evening): _____

Please answer the following questions:

1. Do you have a valid California Driver's License? _____
2. If under the age of 18, please list age: _____
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)

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: 07/01/2026 *Month/Day/Year* **Contract End Date:** 07/31/2026 *Month/Day/Year*

   Contract Position: Senior Administrator **Location/Department:** DEPT - Superintendent's Office

3. **Payment in Consideration of the Services and Materials Provided to Paragraph 2**
   District shall pay an amount not to exceed $24,200 paid at the rate of $1,100 per day 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 Manger.

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.

1. **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 out the work to be performed under this agreement.

2. **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.

3. **Changes or Alterations**

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

4. **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, the District may proceed with the work in any manner deemed proper by the 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 cause 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.

5. **Relationship of the parties**

It is understood that this is an agreement by and between the Contracted Employee and the 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.

Budget Code: **Accountant Approval:**

%

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

Program Manager Signature _____ Date _____

Contracted Employee Signature _____ Date _____

Human Resources Administrator _____ Date _____

Exhibit A

Mr. George Sanchez Agreement

TERMS:

Fixed Term: July 1-31, 2026 (contract expires on July 31, 2026)

Daily Compensation Rate: $1,100 per duty day (subject to withholdings as required by law)

No Health & Welfare benefits

Mileage at the IRS rate in the performance of contract duties

Hours: regular business hours (9:00 am - 5 pm) during work days

This agreement may be terminated by the Board after July 16, 2026, upon 3 business days notice.

SCOPE OF RESPONSIBILITIES

Oversee daily administrative operations of the District including:

- Enter into contracts for and on behalf of the school district pursuant to Education Section 17604 as approved by the Board and as allowed pursuant to Board Policy.
- Attend scheduled board meetings as directed by Board President
- Serve as Secretary to the Board, including the preparation of Board agendas and Board meeting materials
- Manage the instructional and noninstructional operations of the district and the schools including, and as may be permitted by the Education Code and Board Policy, the management of the District's daily operations consistent with Board's policies and directives and without the need for daily Board involvement in these operations
- Oversee and direct the administrative and supervisory staff on a daily basis, except that he shall not have the authority to award or grant to any District employee any change in title or duties, or any bonus, compensation or benefit increase, or off schedule increase or bonus of any kind, or any advancements or promotions of any kind without the prior approval of the Board
- Be present at the District's administrative offices and/or school sites each workday during regular business hours (except in the case of illness or other necessary or

unforeseen absences), and be reasonably available, accessible and responsive to Board members at all times and on all days, including District non-workdays

- Perform such other or lesser tasks as may be determined by the Board in its own discretion
- Certify or attest to actions taken by the governing board whenever such certification or attestation is required for any purpose
- Send a weekly summary operational update report to the Board (a "Friday Report") to keep the Board appropriately informed