



**LOS RIOS COMMUNITY COLLEGE DISTRICT
PROFESSIONAL EXPERT AGREEMENT (PEX)**

PEX #: _____
(Maximum of 5 Characters)

Work Location
 ARC CRC DO
 EWC FLC SCC
 Other _____

Employee ID / SSN (Last 4, only if Employee ID is not available): _____

Name _____
 Last, First M.I. *(Enter the name as it appears on their Social, no nicknames.)*

EMPLOYEE TO COMPLETE:

#1. Retirement Question (Employee to complete with each PEX):

Are you a member of: CalPERS / CalSTRS / Neither If a member of either, are you: Active / Retired*

#2. Are you related to anyone employed by Los Rios? No / Yes

If "Yes," provide name/relationship/campus/department: _____

NEW HIRES ONLY:

Street Address _____ Telephone (____) _____
 City / Zip _____
(Address/Phone changes must be made for returning hires by submitting a [Name/Address Change](#) form to Human Resources.)

PEX TERMS - TO BE COMPLETED BY HIRING DEPARTMENT:

Adjunct Faculty & PEX Only Employees (except summer assignments*):

A	Start Date*	End Date*	Hourly Rate*	Total Hours	Total Cost

ALL Summer and Full-Time/LTT Faculty Assignments*: In accordance with the **60% Rule***, PEXs for summer and full-time / LTT faculty count toward FTE limits. The hiring campus must enter FTE into the Term Workload in PeopleSoft for each applicable semester; once the FTE has been entered, initial below.

B	Sem./Term	Start Date*	End Date*	Hourly Rate*	Total Hours	Total Cost	FTE	Initials
B	Summer:							
	Fall:							
	Spring:							
	Summer:							

Position #: _____ Budget # 2305 / _____ / _____ / _____ / _____ / _____
 Account Fund Org/GL Dept. ID Program Proj/Grant Distribution Amount

Division: _____ Budget # 2305 / _____ / _____ / _____ / _____ / _____
 Account Fund Org/GL Dept. ID Program Proj/Grant Distribution Amount

PEX Title*: Consultant N.F.C. (Not For Credit) Presenter Contract Trainer **(Ethan Way Center Only)**

PEX Attachments (check all that apply): Resume / Certificate / Other : _____

The hiring administrator affirms that they have reviewed the employee's attachments and statement of specialized knowledge/expertise which demonstrates the employee's experience and/or background in order to qualify them as a "professional expert" for the services described in section 1 on page 2.

By signing below, I acknowledge that the answers above are correct, I have read and understand the criteria of this Professional Expert Agreement, and I agree to accept employment in accordance with the terms and conditions specified herein. I understand that: 1.) the maximum total hours I am eligible to work in a fiscal year (July 1st – June 30th), between my Professional Expert assignment and if applicable, temporary classified assignment, are 920 hours* and, 2.) I am not eligible to work concurrently as a Professional Expert and in a temporary classified assignment.

Employee's Signature: _____ Date: _____

 Administrator Initiating Agreement (Printed Name) Administrator Initiating Agreement (Signature) (Date)

 Administrator Approving Agreement (Printed Name) Administrator Approving Agreement (Signature) (Date)

TO BE COMPLETED BY HIRING DEPARTMENT

The following forms are completed & attached:

- Compliance Checklist (signed by employee) Oath of Allegiance
- Demographic Information Form SSA-1945
- Emergency Information Form Statement of Mandated Reporter
- Employee FERPA Agreement Form W-4 and DE-4 Forms
- Fingerprint Deduction Authorization Form* All Appropriate Paperwork on File
- I-9 (plus attachments)
- New Employee Training Checklist
- Employment Eligibility Disclosure Form (and, if applicable, P-881)
- Freedom from Disabling Disease Form (Retired CalSTRS employees only)
- Notice of Exclusion from CalPERS Membership (**one required each fiscal year**)
- Social Security Card Photocopy (**required for IRS purposes**)
- Workers' Compensation Form / Predesignation of Personal Physician (*optional*)

TO BE COMPLETED BY DISTRICT HUMAN RESOURCES

 HR Administrator Approval (Date)

Current Employment Status:

FT / LTT Faculty ADJ / Part-time / Other

FICA _____ RC _____

Exempt? Yes / No Record # _____

SAP _____ GR _____ STP _____

Initials _____ Date Processed _____



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(Maximum of 5 Characters)

Employee ID / SSN (Only if Employee ID is not available): _____

Name _____
Last, First, M.I. (Enter the name as it appears on their Social, no nicknames.)

**PEX Services to be Rendered & Statement of Specialized Knowledge/Expertise
(TO BE COMPLETED BY HIRING DEPARTMENT)**

In section 1, provide a detailed description of services to be rendered on the PEX, including specific job duties. Include any other relevant information (i.e. a description and/or background information on the program or grant that the PEX was written for).

In section 2, provide a statement explaining what specialized knowledge and/or expertise the employee has which qualifies them as an "expert" in a particular field or area.

SECTION 1 – Detailed Description of Services to be Rendered:

Is this PEX assignment for a "for-credit" activity? Yes No

Does the PEX assignment require expertise? Yes No

SECTION 2 – Statement of Specialized Knowledge/Expertise for PEX:

Professional Expert Agreements (PEXs) are used for non-academic services wherein professional expertise and/or specialized knowledge are required. Professional Experts are to be hired on a short-term, temporary basis for a specific project (Education Code 88003). Professional Experts are not part of the classified service; therefore, the services rendered on a PEX cannot be found within an existing LRCCD job description.

CRITERIA OF THE PROFESSIONAL EXPERT AGREEMENT

- Either party may terminate this agreement at any time, with or without cause, effective immediately upon notifying the other party in writing of the contract termination. Compensation due to the employee shall be paid based on services rendered.
- This agreement contains the Entire Agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this agreement.
- It is understood that unless there is sufficient enrollment/workload to meet budgeted expense, this activity will be cancelled.
- PEX employees are required to submit a timesheet for each month that services are rendered. Include the PEX number on the timesheet in the designated area.
- This agreement is tentative with final approval upon the Human Resources Administrator's approval.

PREPARING THE PROFESSIONAL EXPERT AGREEMENT (PEX)

1. Please adhere to the following guidelines in preparing this document for processing:

- A. Use the employee's legal first and last name (as it appears on the social security card), **not** their preferred name.
- B. PEXs should be submitted to the Human Resources Department for approval prior to the PEX start date.
- C. All PEXs must include PEX attachment(s) (i.e., a resume, certificate, etc.) which demonstrate that the employee qualifies as a "professional expert" for the services described in "Description of Services to be Rendered." It is at the discretion of the hiring administrator to determine if the employee qualifies as a "professional expert," which must be explained in the "Statement of Specialized Knowledge/Expertise."
Examples of a Professional Expert:
 - a. "Presenter for Continuing Education Dental Courses" - These are not-for-credit courses; therefore, the employee is not paid off of a TCS. Because the employee must have specialized knowledge and/or expertise in the dental field in order to present these courses, this work qualifies as a N.F.C. Presenter paid on a PEX.
 - b. "Piano Accompanist (plays piano during a choir course)" - the employee is not the course instructor; therefore, this work would not be instructional. Because the employee is hired for their specialized knowledge and expertise in playing the piano, this work qualifies as a Consultant paid on a PEX.
- D. Classified and Student employees may not concurrently provide services paid on an PEX.
- E. Upon completion of this PEX, please send via email to Human Resources. If high-risk data (SSN, driver license, etc.) is included on the PEX or the accompanying paperwork then the email must be encrypted. The PEX and its attachments may also be sent via inter-campus mail to the Human Resources Department.

2. Payment and Hourly Rate:

All summer assignments are subject to the [60% rule](#) and count toward FTE limits. Please put all summer assignment information in [box B](#). PEXs are paid on an hourly basis. PEX hourly rates are determined by the level of expertise. The pay rate and level information is listed on the Salary Schedule for Professional Expert Agreements found on the [LRCCD Salary Schedules](#) web page. Please review the definitions and information provided to determine the hourly rate.

3. PARS Withholdings / 920 Hour Annual Limit

Per Education Code 88003, Professional Expert Agreements are for assignments that are not part of the classified service; therefore, they are not creditable toward the CalPERS Retirement System. Employees working on a PEX will pay into the Public Agency Retirement Services (PARS), an alternative to Social Security.

The maximum total hours an employee may work in a fiscal year (July 1st – June 30th), between Professional Expert Agreement assignments and, if applicable, temporary classified assignments (not concurrently), is 920 hours.

4. Fingerprinting:

In a continued effort to provide a safe environment for our students and staff, all individuals hired on PEXs are to be fingerprinted. Please provide Live Scan Receipt to HR. There may be additional fingerprinting fees at location.

5. Retired CalSTRS/CalPERS Members:

- Retired CalSTRS members should visit the [STRS - Working After Retirement](#) page to learn about guidelines for working after retirement along with their annual earnings limitation, which is subject to change each fiscal year.
- Retired CalPERS members should visit the [PERS – Working After Retirement](#) page to learn about guidelines for working after retirement and their annual limitation for hours that can be worked while still receiving their retirement allowance.

6. [60% Rule Determination](#) and Start/End Dates for LRCCD Full-Time / LTT Faculty

- The 60% rule applies for all full-time and long-term temporary (LTT) faculty and **ALL** summer assignments on a PEX.
- PEX start dates must be on or after the semester/term start date on the [academic calendar](#) for the current fiscal year. End dates must be prior to or on the last day of the semester/term. Summer term begins the day after the spring semester has ended and ends the day prior to the start of the fall semester. On PEXs lasting the entire fiscal year, include start/end dates for the fall and spring semesters, the summer term preceding the fall semester, and the summer term following the spring semester.