



Cañada College • College of San Mateo • Skyline College

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT PROFESSIONAL EXPERT EMPLOYMENT AGREEMENT

This Professional Expert Employment Agreement (“AGREEMENT”) is made and entered between the SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT, a public educational agency (“DISTRICT”) and _____ (“EMPLOYEE”). DISTRICT and EMPLOYEE are referred to herein individually as “PARTY” and collectively as the “PARTIES.”

WHEREAS, DISTRICT desires to obtain expert professional services for and assistance in _____ (“SERVICES”); and

WHEREAS, EMPLOYEE warrants and represents to DISTRICT that EMPLOYEE has special experience and expertise to successfully complete SERVICES required by DISTRICT, and EMPLOYEE agrees to enter into a temporary employment agreement with DISTRICT to perform SERVICES; and

WHEREAS, DISTRICT has the authority to retain EMPLOYEE as a temporary employee for the performance of SERVICES, pursuant to applicable provisions of the California Education Code and the California Government Code:

NOW, WHEREFORE, the PARTIES agree as follows:

1. Effective as of the date of DISTRICT’s execution of this AGREEMENT, DISTRICT shall employ EMPLOYEE as a professional expert for a temporary period of time commencing on _____ and ending on _____ for the purpose of performing SERVICES.

2. EMPLOYEE shall competently and expertly perform SERVICES on behalf of DISTRICT and such other related duties as directed by _____ SUPERVISOR or designee (“SUPERVISOR”). EMPLOYEE will exercise their best efforts in providing SERVICES to DISTRICT during the term of this AGREEMENT. EMPLOYEE will provide SERVICES under the direction of and to the satisfaction of SUPERVISOR.

3. During the term of this AGREEMENT, EMPLOYEE will work up to a maximum of _____ hours per week.

4. During the term of this AGREEMENT, EMPLOYEE will be paid at a rate of \$ _____ per hour, subject to standard withholdings and deductions. Beyond the compensation as specified herein, EMPLOYEE shall not be entitled to any other compensation or benefits from DISTRICT, including health and welfare benefits.

5. EMPLOYEE shall hold and maintain during the performance of this AGREEMENT any and all applicable licenses, permits, and/or certificates necessary for performance of SERVICES under this AGREEMENT, and comply with all applicable federal, state, and local laws, statutes, regulations, rules, and ordinances, as well as with all DISTRICT policies, rules, and procedures in the performance of SERVICES under this AGREEMENT.

6. It is expressly understood that EMPLOYEE is an at-will employee of DISTRICT, serving at the pleasure of DISTRICT, and that as a professional expert, EMPLOYEE has no right to continued employment with DISTRICT. It is further understood that DISTRICT may terminate the services of

EMPLOYEE at any time, with or without cause, upon written notice. At the time of such termination, EMPLOYEE will be paid by DISTRICT for SERVICES satisfactorily performed up through the date of termination.

7. EMPLOYEE shall not be permitted to sell books, tapes, and/or professional services, or otherwise promote their own business without prior written approval during the performance of AGREEMENT.

8. During the performance of this AGREEMENT, DISTRICT shall reimburse EMPLOYEE for any expenses directly related to SERVICES, provided that EMPLOYEE receives prior written authorization from DISTRICT to incur such expenses.

9. This AGREEMENT represents the entire and integrated agreement between DISTRICT and EMPLOYEE, and supersedes all prior negotiations, representations, and agreements, written or oral, between the parties. This AGREEMENT may be amended only by written instrument signed by the PARTIES hereto.

10. If any part of this AGREEMENT is determined to be illegal or unenforceable, all other parts shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT effective as of the date of execution by DISTRICT below.

Professional Expert

Employee

Signature

Date

San Mateo County Community College District

Supervisor

Signature

Date

Vice President of
Administration

Signature

Date

Director, Human Resources

Signature

Date