

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE  
INDEPENDENT CONTRACTOR AGREEMENT FOR INTERPRETER SERVICES**

This Independent Contractor Agreement for Interpreter Services (“**Agreement**”) is made and entered into between the Superior Court of California, County of Riverside (“**Court**”) and \_\_\_\_\_ (“**Contractor**”), an independent contractor, with a principle place of business at \_\_\_\_\_ (individually, “**Party**” and collectively “**Parties**”).

**ARTICLE 1  
TERM AND EFFECTIVE DATE OF AGREEMENT**

- 1.0 This agreement shall become effective on \_\_\_\_\_, 20\_\_\_\_, and until either party cancels the agreement.
- 1.1 All parties agree the Court is under no obligation to use the services of the Contractor during the term of this agreement. Court does not guarantee Contractor will work a certain number of hours or be offered a certain number of assignments.

**ARTICLE 2  
RIGHT TO CANCEL**

- 2.0 Either party may cancel this agreement with or without cause, by giving the other party a sixty (60) days written notice. Upon cancellation, the Court will pay the Contractor for services performed to the date of termination. The parties acknowledge and agree that the right to cancel is a negotiated term of this Agreement and not intended, in any way, to affect the status of Contractor as an independent contractor.

**ARTICLE 3  
INDEPENDENT CONTRACTOR**

- 3.0 Contractor agrees that he or she is an independent contractor and no employee-employer, partnership, joint venture, or agency relationship exists between the Contractor and the Court. Contractor enters into this agreement and will remain throughout the term of the agreement as an independent contractor. Contractor agrees it is not and will not become an employee, partner, agent, or principal of Court while this agreement is in effect solely because of the existence of this agreement. Contractor agrees he or she is not entitled to the rights and benefits of Court employees, including disability or unemployment insurance, workers’ compensation, medical insurance, sick leave, retirement, or any other employment benefit including benefits under California Public Employees’ Retirement System as stated in **Attachment 1** hereto and incorporated herein by reference. Contractor is responsible for providing, at his or her own expense disability or unemployment and other insurance, workers’ compensation, training, permits and licenses for Contractor and for Contractor’s employees and subcontractors.

Independent Contractor understands that if he or she is/was a member of CalPERS, he or she will be enrolled into CalPERS and be required to pay the members contributions as defined in the Court’s CalPERS contract. The percentage of the member contribution and retirement tier eligibility will be determined using the information disclosed on the CalPERS

Self-Certification form and the guidelines set forth by the Public Employee Pension Reform Act of 2013 (PEPRA).

**ARTICLE 4  
INTERPRETATION SERVICES**

- 4.0 SPECIFIC SERVICES. Contractor agrees to provide the Court with \_\_\_\_\_ language interpretation services.
- 4.1 SCOPE OF SERVICES. Contractor agrees to provide the following services:
- a. Interpreting
    - Interpret court proceedings.
    - Provide remote interpreting services at the public counters and in the courtroom using telephonic/video equipment during the hours present at the court. Training will be provided as needed.
    - Non-court proceedings, including at the clerk’s counter as directed by the Court.
  - b. Sight Translation. Sight translation of written or printed materials, including electronic messages, as requested.
  - c. Other: \_\_\_\_\_  
*[Fill in. Do not leave blank. If not applicable, then state “Does not apply.”]*  
Perform work related to language interpretation, as requested by the Court.
- 4.2 STANDARD OF PERFORMANCE. Contractor represents that he or she has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner, consistent with industry rules, regulations and standards and the laws of the State of California, without the advice or direction of the Court. This means Contractor is able to fulfill the Requirements of this Agreement. Failure to perform all the services required under the Agreement Constitutes a material breach of the Agreement.
- 4.3 CERTIFICATION OR REGISTRATION. Contractor agrees to maintain certification or registration related to services provided under this agreement. Court may request Contractor to submit proof of Contractor’s current certification or registration, payment of applicable fees, and all minimum education requirements have been met. Failure to maintain certification or registration (if applicable) as required will be deemed a material breach of this agreement.
- 4.4 EXPENSES AND TAXES. Contractor agrees to pay all fees, fines, taxes, or other costs of doing business related to Contractor’s services. Court will not withhold any taxes for Contractor. If the Internal Revenue Service or any other Federal or State governmental agency should inquire about Contractor’s status as an independent contractor, Contractor agrees to inform the Court and allow the Court to participate in any discussion or negotiation with agency.
- 4.5 AVAILABILITY. Contractor, at contractor’s sole discretion, will determine whether he or she is available to accept an assignment. If the Contractor accepts the assignment, the Contractor will be scheduled for the assignment. Contractor agrees to work each half day or full day as scheduled, as defined below in Article 6, to complete Court assignment. If a court proceeding extends beyond the agreed upon session(s), Contractor agrees to continue to provide

services until the proceeding ends. Contractor agrees to be available to the Court and remain at the Court for the entire session(s) agreed to for each assignment. If Contractor's availability status changes, Contractor agrees to notify the interpreter coordinator more than twenty-four (24) hours before an assignment begins.

- 4.6 NON-EXCLUSIVITY. Contractor is not required to perform services exclusively for the Court, and, subject to any applicable conflict of interest laws, rules, or procedures of Court, may perform services for any other person or entity, provided other services do not interfere with the services Contractor has agreed to provide under this agreement.
- 4.7 TOOLS, MATERIALS AND EQUIPMENT. Contractor agrees to supply all tools, materials and equipment required to perform the services under this agreement.
- 4.8 MEANS, DETAILS AND MEANS OF PERFORMANCE. Contractor has complete and sole discretion for the manner in which the work under this Agreement will be performed.

**ARTICLE 5  
INTERPRETER COORDINATOR**

- 5.0 Court Services Coordinators are authorized to make decisions related to the scheduling of Services to coincide with scheduled court proceedings and negotiate standard rates for assignments based on the Judicial Council of California's Payment Policies for Independent Contractor Interpreters. The Coordinators are not authorized to make changes to this agreement nor dictate the manner in which services are performed.

**ARTICLE 6  
PAYMENT FOR SERVICES**

- 6.0 Compensation
- a. The following definitions apply:
- (1) Morning session means any portion of a consecutive four (4) hour period beginning no earlier than 8:00 a.m. and ending by 12:15 p.m.
  - (2) Afternoon session means any portion of a consecutive four (4) hour period beginning no earlier than 1:00 p.m. and ending by 5:15 p.m.
  - (3) Full day means the morning session and afternoon session.
  - (5) Half day means a morning session or an afternoon session.
- b. Contractor acknowledges that the parties have negotiated and agreed to the rate structure set forth in the Judicial Council of California's Payment Policies for Independent Contractor Interpreters. Negotiated rates are based on Half and Full day assignments, language and location of the assignment. An assignment is not considered secured until an assignment number has been given to independent contractor by the Court Services Coordinator, and a confirmation notice has been sent to the independent contractor.
- c. Contractor is scheduled to work a morning session and when the session runs over.

- (1) If an interpreter is required to work between the hours of 12:15 p.m. and 1:00 p.m. or after 5:15 p.m. until the conclusion of the afternoon session, the interpreter is entitled to hourly compensation in addition to other compensation received for the day.
- (2) If the morning session continues into the afternoon session (after 1:00 pm), the Court will guarantee a full day pay for the Contractor, provided the Contractor is willing to report to the afternoon assignment offered by the Coordinator.

6.1 BUSINESS RELATED TRAVEL EXPENSES. Business and travel expenses may be reimbursed in accordance with the judicial branch travel guidelines, and are items to be negotiated at the time the assignment is made. Expenses subject to further negotiation are:

a. MILEAGE. If the Contractor travels sixty (60) miles or more roundtrip from Contractor's place of business (address used by the Contractor for tax purposes), the Court will pay the mileage at the rate specified in the Trial Court Financial Policies and Procedures manual, Policy no. FIN 8.03. Contractor agrees that the rate may be modified from time to time and agrees to accept the modifications.

b. EXTRAORDINARY TRAVEL. Contractor agrees to obtain written approval from the Court prior to incurring extraordinary travel expenses, including but not limited to airfare and overnight accommodations. Contractor agrees to submit a travel plan to the Court for review that includes the date(s) of travel, the reason travel is required, and an estimate of expense(s). Upon approval by the Court to a travel plan, any and all changes thereto must be approved in writing by the Court. Contractor agrees to provide copies of receipts and vouchers for reimbursement of all travel expenses.

6.2 CANCELLATION OF COURT ASSIGNMENT. Court shall make every effort to provide a twenty-four (24) hour notice if the Court cancels a previously assigned half day or full day assignment. Court shall pay Contractor a cancellation fee if Court fails to cancel an assignment without a twenty-four (24) hours notice.

a. Cancellation Fee. If the assignment is scheduled to begin on the first business day of the work week, Court will pay Contractor a cancellation fee if Court cancels the assignment without one (1) business day's notice. The Cancellation fee will be either of the following:

- (1) Equal to the rate for one half day of service if the cancelled assignment was for a half day; or
- (2) Equal to the rate for one full day of services if the cancelled assignment was for a full day.

b. MAXIMUM CANCELLATION FEE. The Court will pay a maximum Cancellation Fee not to exceed the half-day or full-day rate included in the Judicial Council's Payment Policies for Independent Contractor interpreters, even if the assignment was originally scheduled for multiple days. If the Court or another court (State or Federal) gives the contractor an assignment for the day of the cancellation, the Court will offset the cancellation fee by the amount the contractor receives for the new assignment.

**ARTICLE 7**  
**SUBMISSION OF VOUCHERS**

- 7.0 A confirmation/voucher form will be sent to the Contractor via e-mail with the details of the assignment and agreed upon rate and terms. To confirm the assignment, the contractor must reply to the email and accept the terms stated in the confirmation/voucher form.
- 7.1 Once services are performed, the Court will either approve the voucher for payment or provide the contractor with specific reasons why any amount is being withheld and what the contractor needs to do to receive the withheld amount. Payment does not imply acceptance of the contractor's voucher or services and the contractor must immediately refund any payment Court makes in error.
- 7.2 Vouchers submitted by either party shall not be considered an Amendment to the agreement.

**ARTICLE 8**  
**MISCELLANEOUS PROVISIONS**

8.0 DEFINITIONS

- a. The following definitions apply to Article 8:

- (1) Judicial Branch Entity has the meaning stated in Government Code §§ 900.3 and 940.3: any superior court, court of appeal, the supreme court, the Judicial Council, or the Administrative Office of Courts; and these entities comprise the "Judicial Branch."
- (2) Judicial Branch Personnel means judges, judicial officers, subordinate judicial officers, directors, officers, members, employees, agents, consultants and volunteers of a Judicial Branch Entity.
- (3) Judicial Council means the Judicial Council of California, the policy making body of the State court system.

8.1 REPRESENTATIONS AND WARRANTIES.

- a. Contractor represents and warrants the following statements are true:

- (1) NO GRATUITIES. Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any judicial branch personnel to secure this agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- (2) NO CONFLICT OF INTEREST. Contractor has no interest that would constitute a conflict of interest under *California Government Code* §§1090 *et seq.* or §§87100 *et seq.*, or under California Rule of Court, Rule 10.103 or Rule10.104, which restricts employees and former employees from contracting with Judicial Branch Entities. If the contractor is an attorney, the contractor must not conduct any business relating to the contractor's practice in one of the courts while under agreement to provide services to the Court.
- (3) NO INTERFERENCE WITH OTHER AGREEMENTS. This agreement does not constitute a conflict of interest or default under any other Court agreement.

(4) NO LITIGATION. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened against or affecting the contractor, the contractor's business or financial condition, or the services to be performed under this agreement.

(5) COMPLIANCE WITH LAWS.

a. GENERAL. Contractor is in compliance with all laws, rules and regulations applicable to the contractor's business and the contractor pays all undisputed debts when they come due.

b. SPECIFIC.

i. NON-DISCRIMINATION. Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental and physical) including HIV and AIDS, marital and domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender identity), and sexual orientation.

ii. NO HARASSMENT. Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the contractor may interact with in the performance of this agreement. Contractor takes all reasonable steps to prevent harassment from occurring.

iii. CAPACITY TO CONTRACT. Contractor represents that he/she/it is lawfully authorized to enter into this Agreement and legally perform the contracted services pursuant to the laws of the State of California and of the United States. Upon request the contractor will provide Court with valid proof of his/her/its standing to perform said services within these jurisdictions.

iv. REPRESENTATIONS AND WARRANTIES TO REMAIN TRUE. During the term of this agreement, the contractor will not take an action, or omit to perform any act, that may result in a representation and warranty becoming untrue. Contractor agrees to notify the Court if any representation and warranty becomes untrue.

8.2 CHANGES IN WORK. The contractor agrees that any changes, additions, deletions, or modifications to the services provided under this Agreement shall be evidenced by a written amendment as stated in Article 8.9 (g).

8.3 INDEMNITY. Contractor will defend (with counsel satisfactory to the Court, hold harmless and indemnify Judicial Branch Entities and Judicial Branch Personnel from all claims and expenses, including attorney fees and costs, resulting from (A) a matter or event related to the contractor's services under this agreement, or (B) the contractor's default under this agreement, (C) or both, except to the extent a claim or loss is due to the active negligence or willful misconduct of an indemnified party.

8.4 LIMITATIONS OF LIABILITY. Court will not be liable to the contractor for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to

this agreement, regardless if the Court was advised of the possibility of such loss or damage. In no event will the Court's liability for direct damages arising from or related to this agreement, for any cause whatsoever, and regardless of the form of action, whether in agreement or tort, exceed the amounts paid to the contractor by the Court under this agreement.

#### 8.5 INSURANCE.

- a. **BASIC COVERAGE.** Contractor will purchase and maintain at the contractor's expense commercial/business automobile liability insurance, or personal automobile liability insurance, during the term of this agreement. This policy must cover bodily injury and property damage and be applicable to all vehicles, whether owned, non-owned, leased, or hired. The minimum liability limit will be \$300,000 per occurrence, combined single limit.
- b. **UMBRELLA POLICIES.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella coverage.
- c. **CERTIFICATES OF INSURANCE.** Before the contractor begins performing services, the contractor will provide the Court with certificates of insurance attesting to the existence of coverage and providing that the policies cannot be canceled, terminated or amended to reduce coverage without thirty (30) days' prior written notice to the Court.
- d. **CONSEQUENCES OF LAPSE.** If required insurance lapses during the term of this agreement, the Court may not process vouchers after such lapse until the contractor provides evidence of reinstatement that is effective as of the lapsed date.
- e. **INSURANCE DOCUMENTATION.** Insurance documentation must be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be submitted to Riverside Superior Court, Attn: Contract/Agreement Administrator-Executive Offices, 4050 Main Street, Riverside, CA 92501.

#### 8.6 DEFAULT AND REMEDIES.

- a. **DEFAULT.** A default exists under this agreement if the contractor 1) makes a material misrepresentation in writing; 2) fails to perform a material promise in this agreement and is incapable of curing this failure or does not cure failure within thirty (30) days following notice; 3) bankruptcy or insolvency of either party; 4) sale of the business of either party; or 5) death of either party.
- b. **NOTICE.** Contractor will notify Court immediately if the contractor defaults under this agreement.
- c. **REMEDIES.**
  - (1) **AVAILABLE REMEDIES.** Unless otherwise provided herein, the parties may do any of the following: i.) enter non-binding mediation; ii) terminate this agreement; or iii) seek other remedies at law or in equity.
  - (2) **REMEDIES CUMULATIVE.** All remedies provided for in this agreement may be exercised individually or in combination with any other available remedy.

8.7 ASSIGNMENT. Neither party may assign its rights or duties under this agreement, except the Court may assign its rights and duties to any Judicial Branch Entity. Court will notify contractor in writing within thirty (30) days of the assignment. No assignment will release either party of its duties under this agreement. This agreement binds the parties as well as their heirs, successors, and assignees.

8.8 NOTICES. Notices under this agreement must be in writing. Notices can be delivered in person, via a reputable express carrier, or by registered or certified mail (postage pre-paid). Notice is effective on receipt; however, any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be deemed effective as of the first date that the notice was refused, unclaimed, or deemed undeliverable. Notices will be addressed to the following:

**Court**

Superior Court of California, County of Riverside,  
Court Executive Office  
4050 Main Street, Riverside, CA 92501

**Contractor**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

8.9 MISCELLANEOUS PROVISIONS.

a. USE OF COURT FACILITY. Contractor agrees not to use Court offices or resources for personal or private practice purposes.

b. BACKGROUND CHECK. The Court has the right, to request or conduct a background check on the contractor. The contractor agrees to cooperate in performing the background check and agrees to pay for the background check and provide any release, waiver or permission the Court may need to conduct the background check.

c. AUDIT AND RECORDS.

(1) AUDIT. The contractor agrees to allow Court to review and audit the contractor's documents and records relating to this agreement. Contractor agrees to keep records and vouchers relating to the services for four (4) years after the date of final payment for the services from the Court. The contractor agrees to correct errors and deficiencies by the 20th day of the month following the review or audit.

(2) OWNERSHIP. The contractor assigns to Court ownership of all materials the contractor collects and produces in connection with the services. Upon termination or upon Court's notice at any time, the contractor agrees to give all original materials to Court. Contractor agrees to maintain all materials for at least four (4) years from the date of the submission of the final payment request or until audit findings are resolved, whichever is later.

- d. **CONFIDENTIAL INFORMATION; PUBLICITY.**
- (1) Contactor agrees to hold in confidence the following: 1) terms and conditions of this agreement, 2) all information disclosed to the contractor and 3) all information gained while providing services under this agreement. The Court owns the confidential information and the Court authorizes the contractor to use it only for purposes of performing this agreement.
  - (2) Contractor agrees to not make any public announcement or press release about this agreement without the Court's approval.
  - (3) Contractor understands and agrees any default under this section may result in irreparable damage for which no adequate remedy may be available. Accordingly, injunctive or other equitable relief will be a remedy available to the Court.
- e. **CHOICE OF LAW.** This agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions.
- f. **NEGOTIATED AGREEMENT.** This agreement has been arrived through negotiations between the parties. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.
- g. **AMENDMENT.** No modification or change to this agreement shall be valid without written approval, from both parties, in the form of an amendment.
- h. **ATTACHMENT(S).** The attachment(s) attached hereto and incorporated herein may be amended from time to time. The attachment(s) are binding upon the contractor upon the effective date of the Attachment.
- i. **WAIVER.** Any action, inaction or failure to enforce any right or provision of this agreement is not a waiver of the Court's rights, and will not prevent it from enforcing rights on any future occasion.
- j. **AUTHORITY AND BINDING EFFECT.** Each contractor warrants it has the authority to enter into this agreement, it may perform the matters provided for in this agreement, and its representative who signs this agreement has the authority to do so. Each contractor warrants this agreement constitutes a valid and binding obligation of the contractor, enforceable in accordance with its terms.
- k. **SURVIVAL.** All rights and duties in this agreement will survive the expiration or termination of this agreement, except for Article 8.5-Insurance.
- l. **SEVERABILITY.** If any part of this agreement is held unenforceable, all other parts remain enforceable.
- m. **HEADINGS.** All headings are for reference purposes only and do not affect the interpretation of this agreement.
- n. **TIME OF THE ESSENCE.** Time is of the essence in the performance of services under this agreement. Unless otherwise stated, the term "day" in this agreement refers to a calendar day.

o. DISPUTE RESOLUTION. Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement, which is not disposed by this agreement, and not resolved by negotiations, may be resolved by mutual consent of both parties in non-binding mediation ("mediation") in the City of Riverside, California.

The parties further agree their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute. If a dispute between the parties regarding the interpretation or performance of this agreement is not resolved by mediation, either party may bring legal action to interpret and enforce this agreement.

Parties agree that until such dispute is resolved, the parties shall continue to provide the services and continue to make payment(s) for the non-disputed portion(s) of services of each voucher.

The following process shall be followed: Both parties will select representative(s) from their staff to attend the mediation. The party seeking mediation shall give written notice to the other party of its desire to commence mediation. A mediation session shall take place within sixty (60) business days from the date notice was given. The parties shall appoint a mutually acceptable mediator. The parties further agree to share equally the costs of the mediation.

p. ATTORNEY FEES. If any action at law or in equity is necessary to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and reasonable costs, in addition to any other relief to which such party may be entitled.

If, for any dispute or claim to which this provision applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney's fees, even if they would be available to that party in that action.

q. ENTIRE AGREEMENT. This agreement constitutes the entire and final understanding of the parties regarding this matter, and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals or agreements between the parties, whether written or oral, express or implied, relating in any way to this matter.

r. COUNTERPARTS. This agreement may be executed in counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in Riverside, California.

CONTRACTOR

By: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_

Certification No: \_\_\_\_\_

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Maury Benemie, Deputy Executive Officer



## Reciprocal Self-Certification Form

*Complete the following information and return this form with your contract*

<b>Section 1. Independent Contractor Information</b>	
Name:	(Last) (First) (Middle)
Date of Birth:	Social Security Number:
Membership Status in Qualifying Public Retirement Systems: <input type="checkbox"/> I have not been a member of a qualifying public retirement system in California. (skip to section 3) <input type="checkbox"/> I have been a member of the California Public Employees' Retirement System (CalPERS) <input type="checkbox"/> I have membership in a defined benefit plan under a qualifying public retirement system in California other than CalPERS. (complete section 2 with membership information for each qualifying public retirement system)	

<b>Section 2. Qualifying Reciprocal Membership Information</b>			
Name of Most Recent Public Retirement System:	Membership Date: / /	Separation Date*: / /	<input type="checkbox"/> Retired* or <input type="checkbox"/> Refunded* Date: / /
Name of Prior Public Retirement System:	Membership Date: / /	Separation Date*: / /	<input type="checkbox"/> Retired* or <input type="checkbox"/> Refunded* Date: / /
Name of Prior Public Retirement System:	Membership Date: / /	Separation Date*: / /	<input type="checkbox"/> Retired* or <input type="checkbox"/> Refunded* Date: / /

*\*Please provide dates, if applicable. Not all sections may be applicable for each Public Retirement System.*

<b>Section 3. Sign and Certify</b>	
I understand that by accepting contracting services with the Superior Court of California, County of Riverside, I am subject to the applicable laws and regulations of that system. I hereby certify that the foregoing information is true and correct and any information found to be incorrect will void my contract with the court.	
<i>Independent Contractor Signature:</i>	<i>Date:</i>

<b>Section 4. To Be Completed by Court Transactions</b>	
DATE SELF-CERTIFICATION FORM RECEIVED FROM INDEPENDENT CONTRACTOR: / /	
<input type="checkbox"/> Independent Contractor <u>IS NOT</u> a member <input type="checkbox"/> Independent Contractor <u>IS</u> a member with another CalPERS agency <input type="checkbox"/> Independent Contractor <u>IS</u> a member and is a former employee returning to a <u>SIMILAR</u> position <input type="checkbox"/> Independent Contractor <u>IS</u> a member and is a former employee returning to a <u>DIFFERENT</u> position	
Recommendation – Contract _____	
Designee of Employer: (print name)	Designees' Title:
<i>Designee Signature:</i>	<i>Date:</i>



CalPERS SELF-CERTIFICATION FORM  
INDEPENDENT CONTRACTOR INSTRUCTIONS

1. The CalPERS Self-Certification Form will assist the Court in determining whether you are considered a member of CalPERS.
2. As an Independent Contractor, you must complete, sign and date the CalPERS Self-Certification Form to self-certify your most recent service in a California Public Retirement System, your first membership date in any previous California Public Retirement System and your permanent separation date from the most recent California Public Retirement System; or indicate that you are not a member of any California Public Retirement System.
3. As the Independent Contractor, you must return the CalPERS Self-Certification Form along with your contract.