

New Vendor? Check the box if yes

Service Provider: _____ SSN/FIN/TIN: _____

Address: _____

City, State: _____ Zip: _____

License and expiration

Date, if applicable: _____ Telephone: _____

U.S. Citizen/Permanent Resident Alien

Nonresident Alien Federal Income Tax of 30% shall automatically be withheld from this payment.

1. Has service provider ever been employed (on paid status) by the MCOE?

Yes No

If 'Yes', explain (include employment dates)

2. Is service provider presently employed by a school district in California?

Yes No

If 'Yes', District Name: _____

Date Employment Began: _____

3. Describe, in detail, services that shall be provided by service provider and the nature of qualifications and the nature of the services that are not available from MCOE employees. Attach any pertinent/relevant information: (if necessary, attach additional sheets)

4. Retirement: PERS Member PERS Retiree
 STRS Member STRS Retiree Not Applicable

5. Dates of Service: From _____ to _____

6. Fee for service: \$ _____

7. Terms of Payment:

Fixed Lump Sum Per hour/Per day Unit of Service

If other than fixed lump sum, explain:

7a. ACCOUNT CODE TO CHARGE EXPENDITURES (Charges must be coded according to the type of services rendered, Refer to Section 3.2):

Fund	Resource	YR	Goal	Function	Object	School	Local	Manager

8. Expenses that shall be reimbursed, if applicable:

Reimbursements for airfare shall be for standard airline coach travel only. Reimbursement for auto travel and per diem shall be made at the business standard mileage rate published by the Internal Revenue Service. Lodging accommodations for Independent Contractor shall be arranged.

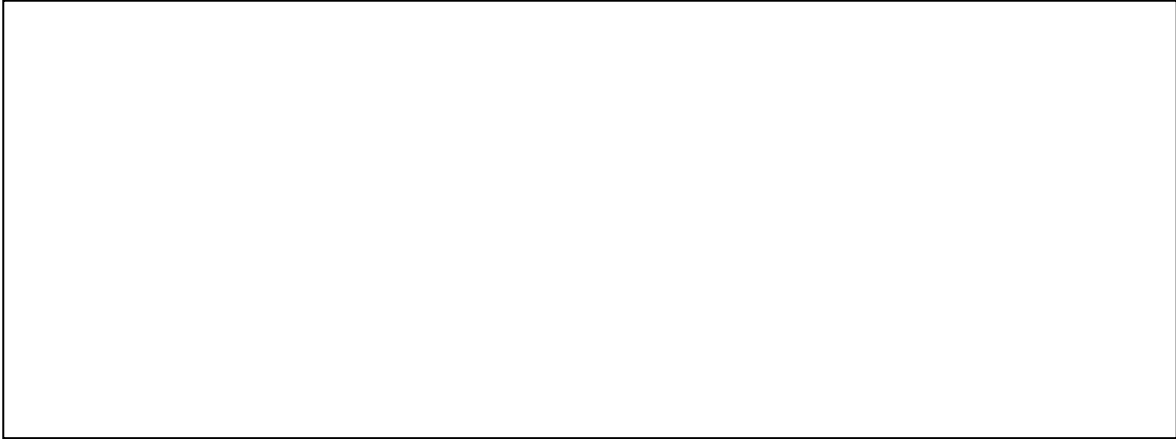
9. Independent Contractor Determinants: The Internal Revenue Service has provided a list of common law factors to assist in determining if the service provider is an employee or an Independent Contractor. Check all applicable boxes listed below.

	<u>Employee</u>	<u>Independent Contractor</u>	
1	<u>Relationship Of Services To Function Of Business</u>	Employee's duties are a function of MCOE's normal business operations.	Independent Contractor's services can usually stand alone and are not integrated into business operations.
2	<u>Provider Of Services</u>	Employee is hired to render services personally. MCOE is concerned both with methods and results of service.	Independent Contractor is hired to provide a service. MCOE often doesn't care who does the job.
3	<u>Location Of Work</u>	Employee works on MCOE's premises, or is at least physically within MCOE's direction and supervision.	Often works off-site, outside of MCOE's physical control.
4	<u>Hours Of Work</u>	Employee's hours of work are set by MCOE.	Independent Contractor generally sets own hours of work.
5	<u>Training</u>	New employees are trained by experienced employees. MCOE wants job done in a certain way.	Independent Contractor uses own methods, is hired for expertise, and receives no training from MCOE
6	<u>Control Of Methods</u>	Employee is required to comply with instructions on when, how and where to work. Instructions may be oral or in written procedures or manuals. MCOE's right to instruct, not the exercise of that right, is the key.	Independent Contractor is hired to provide goods and/or services and is not instructed in great detail on how to provide the goods and/or services.
7	<u>Sequence Of Tasks</u>	Employee must often perform duties in a set sequence. MCOE's right to set the sequence is the key, not the actual exercise of the right.	Independent Contractor is free to perform duties in any manner that gets job done.
8	<u>Reports On Projects</u>	Employees are usually not required to provide reports on status of projects, unless they are extremely large projects.	Independent Contractor is often required to provide written or oral reports on the status of projects.
9	<u>Assistants</u>	MCOE hires and controls the people who assist the employee.	Independent Contractor hires, supervises, and pays own assistants.
10	<u>Continuing Relationship</u>	Employee has a continuing relationship with MCOE, even if performed at irregular intervals, on a part-time basis, seasonally, or over a short period of time.	Independent Contractor has a defined relationship that ends when the services are completed.

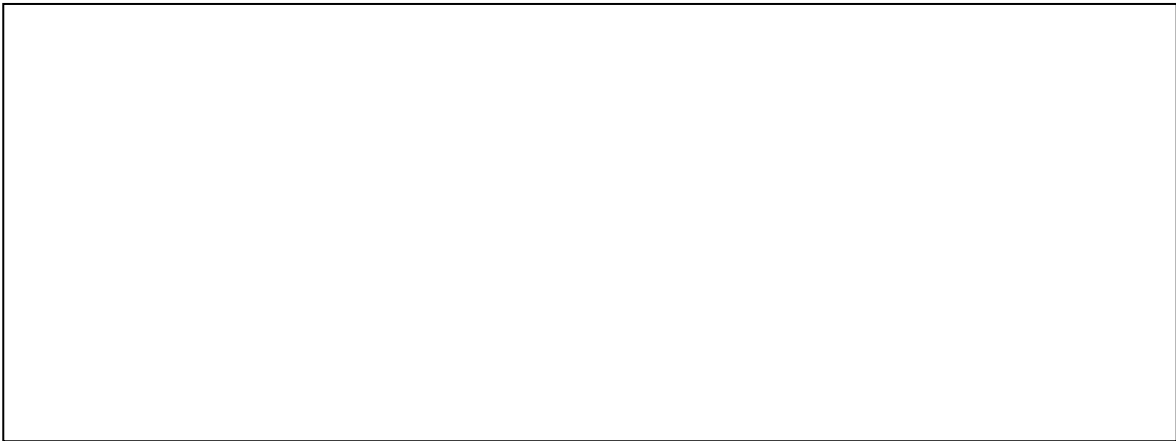
11	<u>Number Of Employer/Clients</u>	Employee works full-time for MCOE, even if schedule is not a standard one.	Independent Contractor is free to work for as many employers as desired, even at the same time.
12	<u>Method Of Payment</u>	Employee is usually paid in regular intervals, and is guaranteed a minimum salary and/or a drawing account at stated intervals, with no requirement to repay any excess over earnings.	Independent Contractor is paid by the job, in a lump sum, or on a commission basis.
13	<u>Business Expenses</u>	Employee is reimbursed for business or traveling expenses.	Independent Contractor is paid on a job basis and assumes all business expenses, except as specified by contract.
14	<u>Tools And Supplies</u>	Employee is usually is supplied with all tools and supplies.	Independent Contractor furnishes own tools or supplies.
15	<u>Investment In Location Where Services Are Performed</u>	Employee has little or no investment in facilities.	Independent Contractor may have significant investment in facilities.
16	<u>Profit And Loss</u>	Employee generally does not suffer profit or loss from service provided; exception would be when commissions are paid.	Independent Contractor is in a position to realize profit or loss from services provided.
17	<u>Service To Public</u>	Employee generally does not offer services to the general public.	Independent Contractor makes services available to public, e.g., hangs out a shingle, has a business license, or has telephone directory listings.
18	<u>Right To Fire</u>	Can be fired by MCOE. Existence of collective bargaining agreement does not support Independent Contractor status.	Independent Contractor cannot be discharged as long as results comply with contract specifications.
19	<u>Right To Quit</u>	Employee can normally quit anytime without incurring a liability.	Independent Contractor agrees to a specific job and is responsible for satisfactory completion or legally obligated to make good for failure to complete the job.

10. Describe in detail the purpose of the services (Attach additional sheet if needed).

11. Describe in detail the benefit of the professional services (Attach additional sheet if needed).



12. Describe in detail the desired outcome (Attach additional sheet if needed).



13. Describe in detail the evaluation methodology that will be used to gauge the success/progress of the professional services rendered (Attach additional sheet if needed).



Signatures:

Administrative Regulation 3600 and Board Policy 3600 requires the disclosure of any substantial interest by an MCOE employee in any contract, sale, purchase, or service by or to be provided to MCOE as well as disclosure of any substantial interest in any decision of the MCOE. If such an interest exists the employee shall refrain from participating in the decision, contract, sale or purchase in any manner.

Department Name: _____ Project Director: _____

Signature: _____ Date: _____

INDEMNIFICATION:

Contractor shall indemnify, defend, save and hold harmless the MCOE, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of California, its officers, officials, agents and employees for losses arising from services performed by the Contractor for the State of California.

I hereby certify to the Superintendent of Schools and MCOE that, to the best of my knowledge, the information provided is true, complete and correct.

Applicant Substitute W-9 Certification, under penalties of perjury, I certify that:

- a. THE NUMBER SHOWN ON THIS FORM IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER.
- b. I AM NOT SUBJECT TO BACKUP WITHHOLDING.
- c. I AM A U.S. CITIZEN/ PERMANENT RESIDENT ALIEN.

Independent Contractor Signature Date

Payroll
A/P

Request approved as an Independent contractor

Request denied. Department notified to contact Human Resources for the purpose of hiring service provider as an employee.

Evaluator: _____

Printed Name: _____ Date: _____