

# ADDENDUM

## LAS VIRGENES UNIFIED SCHOOL DISTRICT

### Service/Independent Contractor - Information Form

#### **STEP I – Employee Verification**

Are you a part-time or full-time employee of the Las Virgenes Unified School District?

YES  NO

- If you responded yes, **STOP**, you cannot be hired as an Service/Independent Contractor. Have your school site/department representative contact Personnel.
- If you responded no, please continue to step II.

#### **STEP II - CalPERS/CalSTRS**

Are you or have you ever been a member of CalPERS or CalSTRS?  NO  YES

If you answered YES, which one? \_\_\_\_\_

*If you check "Yes", you must complete the Employer Certification Form on page 20*

Are you a retired member of CalPERS or CalSTRS?

NO  YES *Be aware earnings will be reported.*

#### **STEP III – Form W-9**

As instructed by the Internal Revenue Service and the California Franchise Tax Board, the Las Virgenes Unified School District must obtain Taxpayer Identification Numbers for every person or entity (other than Corporations) that performs services for the District.

#### **STEP IV– Proposal**

All Service/Independent Contractors must provide a statement of work, “proposal”, detailing the services you or your organization will provide to the Las Virgenes Unified School District. The proposal must be dated and signed by the Service/Independent Contractor.

#### **STEP V– Form 590**

As directed by California Revenue and Taxation Code, Section 18662 the Las Virgenes Unified School District is required to withhold income or franchise tax on payment of California source income made to nonresidents of California

Are you a resident of California, or  
Do you have a permanent place of  
business in California?

YES  NO

- If you responded no, please complete Form 590 (<https://www.ftb.ca.gov/forms/2022/2022-590.pdf>).

*All non-residents who respond no and who do not complete and return Form 590 will be subject to the seven percent (7%) tax withholding.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Independent Contractor  
(Company of Individual)

\_\_\_\_\_  
Phone Number

**ADDENDUM**  
**INDEPENDENT CONTRACTOR SERVICES AGREEMENT**  
**LAS VIRGENES UNIFIED SCHOOL DISTRICT**

School: \_\_\_\_\_

First Work Date (for Addendum): \_\_\_\_\_

District Use Only: Purchase Order Number _____	Agreement Number _____
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This Addendum is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Between Las Virgenes Unified School District, hereinafter referred to as "**District**" and

\_\_\_\_\_, herein referred to as "**Provider**".

Provider \_\_\_\_\_ Contact \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_ Email Address \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

**1. ADDENDUM AGREEMENT TERMS.** All terms previously agreed upon within the Independent Contractor Services Agreement remain in full force and effect.

**3. ADDENDUM SERVICES.** The Provider will provide services as indicated in the Statement of Work for the School Site so indicated. This addendum does not negate the Statement of Work or Schedule of services that will be provided to other school sites as might be indicated in the original Independent Contractor Services Agreement.

**4. TERM.** The term of this Addendum is for the period of \_\_\_\_\_, 20\_\_\_\_\_ through \_\_\_\_\_, 20\_\_\_\_\_ and shall be undertaken and completed in such sequence as to assure their full completion in accordance with the purposes of this Agreement.

**5. PAYMENT AND EXPENSES.** See section 18 for more details related to closure due to emergency.

**12. PROFESSIONAL PERMITS/LICENSES.** If applicable, Provider and all Provider's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

Provider shall be required to provide proof of license for all employees engaged in professionally licensed activities (e.g. speech pathologist, certified nursing assistant, etc.) on behalf of the District. List name of employee and corresponding type of license below:

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Type of License and License #

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Type of License and License #

**13. INSURANCE.** If the Provider's Certificate of Insurance on file does not cover the new Time of Performance, a revised Certificate of Insurance will be required. The same terms as outlined in the original Independent Contractor Services Agreement apply.

**14. SAFETY AND SECURITY.** Based upon the new Statement of Work as indicated in this Addendum the Provider may be required to comply with Education Code Section 45125.1, Fingerprint certification requirements and Education Code section 49406 regarding examination for tuberculosis.

- Provider is required to comply with Education Code section 45125.1, fingerprint certification requirements.
- Provider is not required to comply with Education Code section 45125.1.
- Provider is required to comply with Education Code section 49406, Examination for tuberculosis requirements.
- Provider is not required to comply with Education Code section 49406.

**18. CLOSURE DUE TO EMERGENCY.**

DUE TO THE EMERGENCY NATURE OF A NATURAL DISASTER, UNAVOIDABLE CRISIS OR A PANDEMIC, NOTICE MAY BE GIVEN AT WILL AND WITH NO FOREWARNING.

For any emergency school closure:

If Provider, in collaboration with District, remains open during an emergency and District agrees to their ability to continue to serve students appropriately as delineated in the Statement of Work, Provider shall receive payment, regardless of whether the District is open (services may be provided through distance learning if agreed to in advance by District).

Provider shall notify the District each week of any lost instructional minutes. Provider and District shall work collaboratively to determine the need for make-up days or service changes and shall work together to amend the Statement of Work paperwork as appropriate.

If Provider, as determined by the District, is unable to continue to serving students, Provider shall not be entitled to any payment.

**ADDENDUM**

SCHOOL LOCATION: \_\_\_\_\_

STATEMENT OF WORK:

DESCRIPTION OF WORK (describe nature of work, number of days per week, expected time spent in classroom, will work be done 1:1 with students, etc.)

IF A PARTNERSHIP OR COMPANY, PROVIDE THE NAMES OF **ALL** EMPLOYEES WHO WILL WORK:

WORK SCHEDULE (e.g. Every Tues from 10am - 1pm, or write specific dates/times)

PERFORMANCE CRITERIA (IF APPLICABLE):

**NOTICE TO CONSTRUCTION CONTRACTORS:** Pursuant to Labor Code § 1720 et. seq. “if” this work is considered a “Public Work” it is subject to the payment of prevailing wages if the total project cost is over \$15,000. Proof of a valid Contractor/Specialty license, DIR Registration, worker’s compensation and liability insurance is required before work starts. This statement applies to any employed subcontractor(s) or employee(s) that are hired to provide your services that may fall under this Labor Code.





**ONLY COMPLETE IF YOU ARE A  
MEMBER OF CALPERS OR ARE  
RETIRED FROM CALPERS**

California State Teachers' Retirement System  
P.O. BOX 15275 Sacramento, CA 95851-0275  
Toll Free 800-228-5453  
www.CalSTRS.com

**EMPLOYER CERTIFICATION OF INDEPENDENT CONTRACTOR STATUS <sup>1</sup>**

*Please Type or Print Legibly in Black Ink*

<b>INDEPENDENT CONTRACTOR/THIRD PARTY EMPLOYEE</b>			
Name: (Last)	(First)	(Initial)	Federal Tax ID
<b>THIRD PARTY FIRM (if applicable)</b>			
Name:			
<b>SERVICE TO BE PROVIDED</b>			
Position Title (if applicable):			
Brief Description of Services:			
School Year(s) of Service:	FY	FY	FY
<b>EMPLOYER CERTIFICATION</b>			
<p><i>I declare under penalty of perjury of the laws of the State of California that I have reviewed the appropriate legal and procedural guidelines pertinent to the determination of Independent Contractor Status and, after analyzing the application of same to the position described above, conclude that the above identified individual qualifies for independent contractor status.</i></p> <p><i>I understand it is a crime to fail to disclose a material fact or to make any knowingly false material statements for the purpose of altering a benefit administered by CalSTRS and it may result in up to one year in jail and fine up to \$5,000. Education Code §22010</i></p>			
Official's Title (Assistant Superintendent for Personnel or Legal Counsel)			
County		District	
Signature:		Date:	

*Retain in Employee's File*

<sup>1</sup> Also applies to an employee of a third party



**ONLY COMPLETE THE  
ANIMAL HOLD  
HARMLESS IF  
REQUESTED.**

**Las Virgenes Unified School District  
Live Animal Hold Harmless and Indemnification (“Agreement”)  
For Contractor or Volunteer Use (Non-Employee Use)**

Written permission from Las Virgenes Unified School District (“LVUSD”) shall be required before Provider will be permitted to have any live animals (hereinafter called "LIVE ANIMALS") on school site.

Provider agrees that any bodily injury to any person present during time on campus, any property damage to any LVUSD property, any property damage to personal property of any person related to activity, or any disturbance caused by or in relation to the LIVE ANIMALS is the sole responsibility of the Provider and/or any vendor of Provider (of any tier) hired by Provider for the training, care and management of LIVE ANIMALS during the time on campus.

To the fullest extent permitted by law, Provider shall defend, indemnify and hold harmless LVUSD, its Governing Board, officers, agents, students, volunteers, independent contractors, and employees from and against any and all loss, costs, injury, expense, including legal fees, or other obligations or claims arising out of any liability or claim for personal injury, bodily injury to persons or damage to property or any other loss, sustained or claimed to have been sustained arising out of the activities involving the LIVE ANIMALS, where such act is authorized by this agreement or not; and the owner of the LIVE ANIMALS shall pay for any and all damage to the property of LVUSD, its Governing Board, officers, agents, employees, volunteers, and students, done or caused by the LIVE ANIMALS.

It is further agreed and understood that the indemnity required herein shall apply to any vendor or contractor (of any tier) hired by Provider for the training, care and management of LIVE ANIMALS during the time on campus.

Provider shall also pay for any and all damage to the property and equipment of LVUSD, done or caused, directly or indirectly, by LIVE ANIMALS.

\_\_\_\_\_  
(Initial here) LVUSD assumes no responsibility for the health and safety of the animal, including injury, illness, theft, runaway, or death of, any LIVE ANIMALS on LVUSD premises.

\_\_\_\_\_  
(Initial here) LVUSD is not responsible for the exercising, feeding, watering, or housing of the LIVE ANIMALS.

\_\_\_\_\_  
(Initial here) LVUSD is not responsible for any loss, damage, or theft of property associated with the LIVE ANIMALS or for any other property placed on school premises.

\_\_\_\_\_  
(Initial here) LVUSD is not responsible for any waste from the LIVE ANIMALS. The owner of the LIVE ANIMALS agrees to be responsible for clean-up.

\_\_\_\_\_  
(Initial here) Dog and Cat owners must provide proof of current vaccination records. Dog owners must show proof of rabies vaccination. Attach vaccination record(s) to this agreement.

----- If LIVE ANIMAL is a dog or cat, provide the name of the animal.

Provider shall procure and maintain during the life of this Agreement, General Liability Insurance with a \$1,000,000 per occurrence and \$2,000,000 Aggregate Limit of Liability for Bodily Injury and Property Damage, including Blanket Contractual Liability. Provider shall provide a certificate of insurance that names LVUSD as additional insured. The additional covered party/insured endorsement must be in the form of an Endorsement (Rider) attached to the Provider’s Certificate of Insurance and must contain the following text:

Las Virgenes Unified School District (LVUSD), the Board, Employees and Volunteers of the District, 4111 N. Las Virgenes Rd., Calabasas, CA 91302

Provider further agrees to waive all rights of subrogation against the Las Virgenes Unified School District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the School District or any of its agents or employees.

**Las Virgenes Unified School District  
Live Animal Hold Harmless and Indemnification (“Agreement”)  
For Contractor or Volunteer Use (Non-Employee Use)**

The undersigned’s responsibility and liability set forth herein shall include, but is not limited to, taking all steps and actions necessary or required to address the COVID pandemic with respect to this agreement, including but not limited to, ensuring any of the undersigned’s volunteers, agents, personnel and invitee(s) comply with all current and future requirements and recommendations issued by any government agency (including the City, County, State, or the Federal Government, including its associated agencies such as the Center for Disease Control) related to the COVID pandemic that are applicable to the property, including adherence to any protective measures established by such government agencies applicable to events at or use of the property. The undersigned shall be solely responsible for determining and implementing the specific actions and requirements applicable to the Activity listed below that is conducted at the property at the time of the Activity, including any limitation on the number of attendees, required protective gear (such as mask and/or gloves) and the specific social distancing requirements applicable at the time.

The undersigned acknowledges and understands that the District makes no representation or warranty regarding the condition of the property with respect to COVID at any time during this agreement and shall have no duty or responsibility to ensure the property is sanitized or otherwise made clear of the COVID virus. The undersigned shall be solely responsible for determining whether the Activity/use of the property listed below is permissible based on current and future regulations or requirements established by any governmental agency at the time of such event and shall indemnify, defend, hold harmless the District from any penalty, cost, or action claiming that any District activity at the property violated any applicable governmental regulation or requirement. However, the District, at its sole discretion, can require the undersigned to cancel or reschedule the Activity by the undersigned at the property if the District determines, at its sole discretion, that the Activity would be in violation of any applicable governmental regulation or requirement or create a public safety hazard. However, the District’s right to require cancellation or rescheduling shall in no way limit the undersigned’s liability and indemnification obligations set forth herein.

The undersigned at his/her own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the District, its Board, officers, agents, employees or volunteers, on any such claim, demand or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees or volunteers in any action, suit or other proceedings as a result thereof.

**Depending upon the animal, Provider may be required to show proof one week prior to use that any and all Live Animals are free of zoonotic diseases.**

LIST ANIMALS \_\_\_\_\_

AGREED, ACCEPTED AND SIGNED BY: \_\_\_\_\_

PROVIDER [name of owner or company]: \_\_\_\_\_

NAME [name of person in charge]: \_\_\_\_\_ TITLE: \_\_\_\_\_

SCHOOL LOCATION: \_\_\_\_\_ DATE: \_\_\_\_\_

ACTIVITY: \_\_\_\_\_

SCHOOL ADMINISTRATOR APPROVAL: \_\_\_\_\_

DISTRICT APPROVAL: \_\_\_\_\_