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Rebecca Pianta

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This agreement between William S. Hart Union High School District (District) and Rebecca Pianta, for the services detailed below for event date of September 26, 2019 specified in said Agreement, is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Description of Services:** Preparation and delivery of two 2 hr. professional development sessions on the topic of Culturally Responsive Practices to Address Disproportionate Discipline and Support All Students. Participants will learn about their role in addressing equity and disproportionality, implicit bias and how it impacts student and adult interactions, practical strategies to use school-wide data to identify disproportionate discipline practices and identify students who are underserved or overrepresented, and culturally responsive interventions for students and strategies for adults. The goal of the session is to empower participants to advocate for equitable treatment of all students and provide culturally responsive supports to meet student needs.

Item	Fee	Notes
Professional Development Training 9/26/19	\$1,500.00	Preparation, presentation, presentation materials, deliverables, electronic access to materials
Mileage (164 miles round trip @ \$.58) <a href="https://www.gsa.gov/travel/plan-book/transportation-airfare-rates-pov-rates-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates">https://www.gsa.gov/travel/plan-book/transportation-airfare-rates-pov-rates-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates</a>	\$95.12	
Meals (lunch only) @ \$16 per day <a href="https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&amp;state=CA&amp;fiscal_year=2018&amp;zip=&amp;city=santa%20clarita">https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&amp;state=CA&amp;fiscal_year=2018&amp;zip=&amp;city=santa%20clarita</a>	\$16.00	
<b>Total</b>	<b>\$1,611.12</b>	

Please make invoice payable to:  
Rebecca Pianta  
26172 Buena Vista Court  
Laguna Hills, CA 92653

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**Indemnification:**

Rebecca Pianta shall defend, indemnify and hold-harmless the WILLIAM S. HART UNION HIGH SCHOOL DISTRICT, the Governing Board and each member thereof, and the District's other officers, employees, and agents (collectively, not including the District, the "District Agents"), and each of them, from and against any and all claims, actions, damages, losses, costs, expenses and other liabilities (including, but not limited to, damage to property and injury, including death, of any person) arising from, pertaining to, relating to, or directly or indirectly connected with: (1) the performance of the Scope of Services by Rebecca Pianta or anyone working under or for the Rebecca Pianta; (2) actual or alleged negligence, recklessness, or willful misconduct by Rebecca Pianta or anyone working under or for the Rebecca Pianta; and/or (3) the performance of this Agreement by Rebecca Pianta or anyone working under or for the Rebecca Pianta. Any defense of the District and/or District Agents shall be by qualified and appropriately experienced legal counsel reasonably acceptable to the District, but selected and retained by the Rebecca Pianta at its sole cost. Rebecca Pianta's obligations pursuant to this Section shall survive the expiration or termination of this Agreement.

**Insurance:**

Prior to commencing any of the Scope of Services, Rebecca Pianta shall procure at its sole cost and expense, and, during all periods as required by this Agreement, shall maintain in effect, the following policies of insurance:

- (i) General Liability Insurance. A policy of commercial general liability insurance, written on an "occurrence" basis, providing coverage with not less than \$1,000,000 per occurrence for bodily injury, personal injury & property damage and must include a separate endorsement naming the District, its officers, agents and employees as additional insureds ("General Liability Policy"). The General Liability Policy shall include coverage for the contractual liability assumed by Rebecca Pianta pursuant to this Agreement.
  
- (ii) Vehicle Liability Insurance. A policy of business vehicle liability insurance, written on an "occurrence" basis, with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage ("Vehicle Liability Policy"). The Vehicle Liability Policy shall include coverage for owned, hired, and non-owned automobiles.
  
- (iii) Workers' Compensation Insurance. Workers' compensation insurance as required by California State law and employer's liability insurance with coverage in an amount not less than \$1,000,000. Notwithstanding the insurer rating standards set forth in this Agreement, coverage provided by the State Compensation Insurance Fund shall be deemed, with respect to the workers' compensation insurance, to satisfy such insurer rating standards.

Prior to commencing the Scope of Services, Rebecca Pianta shall provide to the DISTRICT such

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duly authorized and executed certificates of insurance evidencing that the insurance policies to be maintained by Rebecca Pianta pursuant to this Agreement are in effect (each a "Certificate of Insurance"), together with a copy of each endorsement to such insurance as is required pursuant to this Agreement. Rebecca Pianta will provide an Additional Insured Endorsement naming the William S. Hart Union High School District, its Board members, officers, and employees, as the additional insured.

**Fingerprinting:**

Rebecca Pianta will comply with the requirements of Education Code Section 45125.1 which is intended to protect the safety of the pupils that may come in contact with Rebecca Pianta's employees, by completing and submitting the "Certification of Employee Background" form.

Rebecca Pianta, at is sole cost and expense, and without additional compensation from the DISTRICT, shall comply with all California Department of Justice guidelines and requirements with respect to fingerprinting of Rebecca Pianta officers, employees, agents, or other representatives who will or might be present on or at any DISTRICT facility/event.

**Certifications, Representations, and Warranties:**

Rebecca Pianta, and its employees, agents, and representatives shall comply with all District rules, policies, or other requirements applicable to presence on District property including, but not limited to, policies regarding discrimination and the use of drugs, alcohol, and tobacco. Rebecca Pianta recognizes that all District events, without limitation are "drug and tobacco free," and, therefore, Rebecca Pianta shall comply with the requirements of Government Code Section 8350 et. Seq., the Drug-Free Workplace Act of 1990. No Rebecca Pianta employee or agent of Rebecca Pianta at, or in the vicinity of where the services are provided may:

- (i) Engage in the unlawful manufacture, dispensation, possession or use (including being under the influence) of any illegal controlled substance;
- (ii) Possess or use any alcoholic beverage;
- (iii) Use any legal substance that results or likely will result in serious or significant impairment of normal abilities;
- (iv) or Smoke, inhale, chew or otherwise use or consume tobacco products

Rebecca Pianta hereby agrees that no employee or agent shall bring on the event premises any article of an inflammable nature, explosives, firearms or articles of dangerous/damaging nature.

Rebecca Pianta

Wm. S Hart Union High School District

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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Rebecca Pianta

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Ralph Peschek  
Chief Financial Officer