

**ROSS VALLEY SCHOOL DISTRICT  
AGREEMENT & CONTRACT FOR SERVICES**

**MOMENTUM IN TEACHING, LLC**

This **AGREEMENT** is made and entered into this 2<sup>nd</sup> day in June by and between **Momentum in Teaching, LLC**, hereinafter referred to as "Consultant", and the **Ross Valley School District** hereinafter referred to as the "District".

**WHEREAS**, the District is in need of professional development; and

**WHEREAS**, such services and advice are not available at no cost from public agencies; and

**WHEREAS**, consultant is specially trained, experienced and competent to provide the professional development required; and

**WHEREAS**, such services are needed on a limited basis;

**NOW, THEREFORE**, the parties hereto agree as follows:

**SERVICES & FEES PROVIDED BY CONSULTANT:**

To conduct professional development in the area of English Language Arts in order to support teachers in implementing a Balanced Literacy Program this includes Readers Workshop and Writers Workshop.

- The Consultant will render services under this agreement for the 2015-2016 school year on the dates specified below:

2015 for a total of 12 presenting days:

August 20, 21, 24, & 25; September 30; October 1, 2, 3, 23, 26, 27, & 28  
*Not to exceed \$36,000 (\$1500/a day per presenter x 2 presenters x 12 days.)*

2016 for a total of 9 presenting days:

January 4, February 4, 5, 6, 8, 9, 10, 11, & 12  
*Not to exceed \$27,000 (\$1500/a day per presenter x 2 presenters x 9 days.)*

- Consultant will perform said services as an independent contractor and not as an employee of the District and is not entitled to participate in any pension plans, insurance or similar benefits that the District provides its employees.
- Consultant shall be under the control of the District as to the results to be accomplished and not as to the means or manner by which such result is to be accomplished.
- Consultant shall submit an invoice to the District 30 days in advance of each payment due date.
- Consultants shall provide a social security number and/or a signed W-9 form.

**SERVICES TO BE PROVIDED BY DISTRICT:**

District agrees to:

- The District will prepare and furnish to the Consultant upon request such information as is reasonably necessary to the performance of the Consultant to the agreement.

District agrees to pay the following expenses:

- 2015 Service Dates
  1. Professional Services  
*Not to exceed \$36,000*
  2. 3 Roundtrip Airfares for two people from Long Beach, CA to San Francisco, CA.  
*Not to exceed a total of \$900 (\$150 per presenter x 2 presenters x 3 round trips.)*
  3. Accommodations for each presenter; 1 room per presenter beginning the night before each day of service continuing through the last day of service.  
*Not to exceed a total of 16 nights/Amt TBD (2 rooms x 16 nights.)*
  4. Rental Car Expenses  
*Not to exceed a total of \$900 (\$50 day x 18 days.)*
  5. Mileage: 3 round trips from SFO to Ross Valley and travel to/from contract site.  
*Not to exceed a total of \$138. (IRS flat mileage rate of 57.5 cents per mile x 80 miles per trip x 3 trips.)*
  6. Food Expenses for 2 presenters for 12 presenting days.  
*Not to exceed a total of \$1200 (\$50/day x 2 presenters x 12 days.)*
  7. Total 2015 Service Dates excluding lodging: \$39,138.00
- 2016 Service Dates
  1. Professional Services  
*Not to exceed \$27,000*
  2. 2 Roundtrip Airfares for two people from Long Beach, CA to San Francisco, CA.  
*Not to exceed a total of \$600 (\$150 per presenter x 2 presenters x 2 round trips.)*
  3. Accommodations for each presenter; 1 room per presenter beginning the night before each day of service continuing through the last day of service.  
*Not to exceed a total of 12 nights/Amt TBD (2 rooms x 12 nights.)*
  4. Rental Car Expenses  
*Not to exceed a total of \$600 (\$50 day x 12 days.)*
  5. Mileage: 2 round trips from SFO to Ross Valley and travel to/from contract site.  
*Not to exceed a total of \$92 (IRS flat mileage rate of 57.5 cents per mile x 80 miles per trip x 2 trips.)*
  6. Food Expenses for 2 presenters for 9 presenting days.  
*Not to exceed a total of \$900 (\$50/day x 2 presenters x 9 days.)*

7. Total 2016 Service Dates excluding lodging: \$29,192.00

- In consideration of the professional services rendered and expenditures as outlined above, the District shall pay the Consultant a total amount not to exceed \$69,000 for services and expenditures rendered, excluding hotel fees, pursuant to this agreement. Payment shall be made within 30-45 days upon receipt of invoice.

Services rendered or charges incurred beyond the intent of this agreement must be provided for either by a separate agreement between the Consultant and the District or by an amendment to this agreement countersigned by the authorized representative of both parties before any payment is made. This agreement may be modified or amended at any time by written mutual agreement of the parties.

**CONSULTANT:**

Momentum in Teaching, LLC  
6950 East Goldcrest Street  
Long Beach, CA 90815  
Tel: 310.963.2108

**DISTRICT:**

Ross Valley School District  
110 Shaw Drive  
San Anselmo, CA 94960  
Tel: 415.454.2162

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: Leslie Courtney

Name: Teri Louer

Title: Treasurer

Title: Director of Student Services

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

Date: June 2, 2015

Board Approved: June 2, 2015

RVSD Purchase Order #: \_\_\_\_\_