



Letter of Agreement

This is an understanding and agreement between:

Kagan Professional Development (Kagan)
PO Box 72008
San Clemente, CA 92673-2008

Thunderbolt Elementary
& 2020 Thunderbolt Road
Orange Park, FL 32003

Federal Tax ID: 33-0593901

Kagan will present the following event:

- I. Topic: Kagan Cooperative Learning Day 1
 - II. Date(s): August 5, 2014
 - III. Total Day(s): 1
 - IV. Time: 8:30AM-3:30PM
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Thunderbolt Elementary agrees to:

- I. Limit event attendance to participants from Thunderbolt Elementary only. The consulting fee will increase if attendance exceeds the participation limit of 100.
- II. Pay the consulting fee of \$4,499.00. This fee is inclusive of an estimated \$1,000.00 for travel expenses.
- III. Pay trainer travel expenses upon receipt of an invoice for actual travel expenses.
- IV. Purchase the Cooperative Learning Book (BKCL) and the binder with the Cooperative Learning Day 1 insert (NKCL1) for each participant at \$34.00 per person.
- V. Purchase the binder with the Cooperative Learning Day 1 insert (NKCL1) for each participant that already has the Cooperative Learning Book at \$17.50 per person.
- VI. Sign and return this Letter of Agreement along with an approved purchase order at least 30 days prior to the start date of your event.
- VII. Contact Kagan's Event Coordinator with a final participant count at least 30 days prior to the start date of your event.
- VIII. Provide the Kagan Event Coordinator with a list of workshop participant names prior to the start date of the event.
- IX. If your signed agreement, approved purchase order, and participant count are not received at least 21 days prior to your event, you may be responsible for any additional shipping charges incurred.
- X. Provide a location to have the workshop.
- XI. Provide the following:
 1. Tables and chairs
 2. LCD projector with table, podium, extension cord with power strip, and screen (minimum 8'x8')
 3. Platform for presenter for groups over 40
 4. Lavalier wireless microphone and sound system for over 50 participants
 5. Three input cords to podium: 1) VGA cord to connect into venue projector; 2 & 3) two mini-jack input cords to connect into the venue audio system; one for the presenter's computer and the other for their iPod.

6. Flip chat and markers (if applicable)

Kagan agrees to:

- I. Provide consulting services.
 - II. Provide workshop materials for the instructor and participants that attend each day. Any materials in excess of attending participants will be sent back to Kagan.
 - III. Reimburse pre-approved sales helpers. The Event Coordinator will determine the number of helpers necessary for this event, if any. Helpers must be pre-authorized by the Event Coordinator in order to be eligible for reimbursement. Pre-authorized helpers will received \$150 in Kagan product per day (not to exceed \$300 in Kagan product per event). Please see the *Workshop Helper Form* for full details.
 - IV. Provide Thunderbolt Elementary with an invoice and copy of applicable receipts after the event has concluded; typically within 30 days. Please contact Kagan's Contract Coordinator at 949-545-6366 if your invoice is required by a specific date.
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Both parties understand that:

- I. Thunderbolt Elementary may purchase Kagan product (except course materials) up to 3 weeks prior to the workshop date at a 10% discount plus free shipping. Please put your event date on your purchase order to ensure your discount.
- II. Any changes in content or time must be pre-approved by Nancy Murray, the Director of Workshops and Graduate Programs.
 1. Content shall include: Kagan Cooperative Learning Day 1
 2. Grade Levels: K-6
- III. If the workshop is cancelled by Thunderbolt Elementary for any reason after travel and shipping expenses are incurred by Kagan, those expenses will be reimbursed by Thunderbolt Elementary. Nonrefundable airline tickets are booked by Kagan approximately 30 days prior to all workshop starting dates.
- IV. Outside Participants: No participants from outside the host school will be allowed to attend this workshop without the prior consent of both parties. Superintendents, principals, and administrators in charge of providing staff development are invited to attend at no cost when approved by the Director of Workshops and Graduate Programs prior to the event. If registration fees are to be collected from outside participants by either Kagan or the sponsoring school or district, both parties agree that all registration fees will go to Kagan.
- V. Advertising of any sort, printed or electronic, must be approved by Nancy Murray, the Director of Workshops and Graduate Programs before distribution. Copies of flyers, brochures, E-mail messages, or other advertising should be on file with Laurie Kagan, the Director of Professional Development.
- VI. It is agreed by Thunderbolt Elementary that the presenter will administer a one-page Course Evaluation form to each participant. Thunderbolt Elementary will return all completed evaluations to Kagan.
- VII. It is agreed by Thunderbolt Elementary that no videotaping of the presentation will be allowed without prior written consent from the Director of Professional Development, Laurie Kagan.
- VIII. If events beyond the reasonable control of the parties (including, but not limited to, acts of God, declared war, governmental authority, terrorist attacks in or near the workshop site, or curtailment of transportation to or from the workshop site) make it illegal, impossible, or unreasonable for the trainer to perform as originally contracted under this Agreement, Kagan may terminate this Agreement, without liability. In the very extraordinary instance that an event must be cancelled by Kagan, Kagan agrees to reschedule the event, but will assume no financial responsibility to Thunderbolt Elementary for the results of the cancellation.

Required Billing Information *(Host school/district to complete)*

This agreement must receive board approval.

Yes No

If yes, date approved: _____

The billing contact is different from the Host as listed in the above Letter of Agreement.

Yes No

If yes, please complete the following:

Billing Contact Name: _____

Title: _____

Billing Address: _____

Phone: _____ Fax: _____

Email: _____

To indicate your understanding and agreement, please sign one copy of this Letter of Agreement and return it to Kagan.

Agreed to and accepted by:

Nancy R. Murray
(Signature)
Kagan Professional Development

Director of Workshops & Graduate Programs
(Title)

March 20, 2014
(Date)

(Signature)
Thunderbolt Elementary

(Title)

(Date)