



Letter of Agreement

This is an understanding and agreement between:

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

School Board of Clay County
& 814 Walnut Street
Green Cove Springs, FL 32043-2705

Federal Tax ID: 33-0593901

Kagan will present the following event:

- I. Topic: Kagan Structures for Cooperative Learning & Active Engagement Day 1
- II. Date(s): January 7, 2014
- III. Total Day(s): 1
- IV. Time: 8:00AM-3:30PM
- V. Participant Fee: \$175.00
- VI. Discount: A Special Volume Discount may apply based on the final participant count as outlined below (final participant counts will be determined based on the actual number of paying participants in attendance).

1-99 Participants: Full Price (99 participants at \$175.00 each)
100-199 Participants: 20% Discount (100 charged at \$140.00 each)
200-250 Participants: 25% Discount (51 charged at \$131.25 each)

School Board of Clay County agrees to:

- I. Guarantee 40 participants @\$175.00 per person. School Board of Clay County must pay for the guaranteed participant fees if the event is canceled by School Board of Clay County after this contract has been signed.
- II. Sign and submit this Letter of Agreement along with an approved purchase order to Kagan at least 30 days prior to the start date of your event.
- III. Provide Kagan's Event Coordinator with a final participant count at least 30 days prior to the start date of your event.
- IV. 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 costs incurred.
- V. Arrange a training site for the event with equipment to be eligible for host site bonus.
- VI. Arrange for room set up per enclosed diagram. (Kagan will arrange when the site is booked by Kagan.)
 1. Ensure that arrangements are in order the day before the event.
 2. Provide the following equipment:
 - i. Tables and chairs
 - ii. LCD projector and table, podium, extension cord with power strip, and screen (minimum 8' x 8').
 - iii. Platform for presenter for groups over 40
 - iv. Display tables for book and material sales at the event
 - v. Lavalier wireless microphone and sound system for over 50 participants

- vi. 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.
- VII. Provide one facilitator (usually the host of the event) for every 50 participants to assist with registration check in. (Please note these facilitators are not paid a helper bonus). They will be responsible for the following duties:
 1. Registration check in and handing out course materials
 2. Refreshment set up and clean up, if applicable
- VIII. Market the event:
 1. Distribute flyers to all local schools and districts
 2. Strongly promote the event to reach a maximum number of participants
- IX. Receive and store workshop materials.
- X. Provide helpers for the Kagan sales display. Your Event Coordinator will determine the number of sales helpers eligible to receive reimbursement for this event. Helpers will process sales orders during the workshop, and assist with the set-up and tear down of the display itself. Helpers must be available before and after the workshop and during breaks and lunch. Pre-authorized sales display helpers will be reimbursed \$100 per day (not to exceed \$200 per event) in the form of a check, or \$150 per day in Kagan materials (not to exceed \$300 per event). *The District Workshop Helper Form* must be completed and returned to Kagan within 30 days of the last day of the event for reimbursement. Please review the helper checklist in the *Host Packet* for full details
- XI. Collect a completed *Evaluation Form* from each participant:
 1. Keep the white copy for your records
 2. Forward the yellow copy to Kagan in the envelope provided with the "Return Pack Information"
 3. Give the pink copy to the presenter
- XII. Return all required registration materials to Kagan after the event, i.e. registration lists and registration forms.
- XIII. Return unused course materials in excess of the guaranteed minimum of 40 participants to Kagan after the event. School Board of Clay County will be charged a fee equivalent to a 1-day workshop registration fee for each set of course materials not returned to Kagan.

Kagan agrees to:

- I. Ship to and from event, both event course materials and sales items for purchase.
- II. Provide each paid participant with a (BKCL, NKCL1v9) Kagan Cooperative Learning Book, Kagan Day 1 Course Materials.
- III. Award the host \$500 of Kagan-produced materials for providing a training room site at no cost to Kagan. Bonuses will be reconciled within 45 days of the event. If a bonus is earned, School Board of Clay County will receive a credit memo and a Kagan order form (bonus purchases have exclusions on distributor items, and are subject to shipping charges of 10% as well as any applicable sales/GST taxes). Your bonus must be used within 30 days of the date of the credit memo, and be submitted in a single order. No credits will be carried over. **Host bonuses are not to be used towards registration fees and may not be used as payment on existing Kagan invoices.** Fax your order form to Kagan Professional Development at 949-369-6599 to be processed. Bonuses may not be used during the event.
- IV. Award each pre-approved sales display helper \$100 per day (not to exceed \$200 per event) in the form of a check, or \$150 per day in Kagan materials (not to exceed \$300 per event). In order to be eligible for reimbursement, sales helpers must process sales orders during the workshop, and assist with the set-up and tear down of the display itself. Helpers must be available before and after the workshop and during breaks and lunch. *The District Workshop Helper Form* must be completed and returned to Kagan within 30 days of the last day of the event for reimbursement. Please review the helper checklist in the *Host Packet* for full details.
- V. Provide School Board of Clay County with a final invoice 45 days after the last day of the event.

Both parties understand that:

- I. School Board of Clay County may purchase Kagan product (except course materials) up to 3 weeks prior to the workshop at a 10% discount plus free shipping (if shipped with course materials). Please put your event date on your purchase order to ensure your discount.
- II. All checks will be made out to Kagan; all profits will go to Kagan.
- III. It is agreed by School Board of Clay County that no videotaping of the presentation will be allowed without prior written consent from the Director of Professional Development, Laurie Kagan.
- IV. School Board of Clay County must pay for the guaranteed participant fees if the event is canceled by School Board of Clay County after this contract has been signed.
- V. 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 School Board of Clay County 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: _____

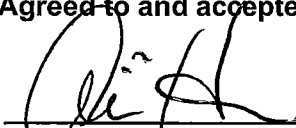
Billing Address: _____

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:



(Signature)

Kagan Professional Development

KPD Operations Manager

(Title)

September 5, 2013

(Date)

(Signature)

School Board of Clay County

(Title)

(Date)
