



## Letter of Agreement

This is an understanding and agreement between:

Kagan Professional Development (Kagan)  
981 Calle Amanecer  
San Clemente, CA 92673-2008

&

Kentucky Educational Development Corporation  
904 W Rose Rd  
Ashland, KY 41102-9169

Federal Tax ID: 33-0593901

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### **Kagan will present the following event:**

- I. Topic: Kagan Cooperative Learning Day 1 & 2
  - II. Date(s): July 8-9, 2020
  - III. Total Day(s): 2
  - IV. Time: 8:30am-3:45pm
  - V. Location: KEDC Lexington Conference Center
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### **Kentucky Educational Development Corporation agrees to:**

- I. Guarantee a minimum 45 participants @ \$349.00 per person.
- II. Provide additional seats for participants from outside Kentucky Educational Development Corporation to attend at a price of \$349.00 per person.
- III. Market the event to participants outside Kentucky Educational Development Corporation in exchange for a Marketing Bonus (as defined in the rules and Restrictions of the Marketing Bonus Flyer). Any Marketing bonus for this event would be limited to the number of paid participants over the guaranteed participant count mentioned in line I.
- IV. 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.
- V. Provide Kagan's Workshop Coordinator with a final participant count at least 30 days prior to the start date of your event.
- VI. 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.
- VII. Comply with Kagan's Cancellation Policy:
  1. If the workshop is cancelled by Kentucky Educational Development Corporation with at least 3 days notice, and is rescheduled to occur within three months of the original workshop date, Kagan will waive all expenses already incurred by Kagan.
  2. If the workshop is cancelled with 3 or fewer days notice, or is not rescheduled to occur within three months of the original workshop date, and Kagan has incurred travel and/or shipping expenses, Kentucky Educational Development Corporation will reimburse Kagan for the expenses incurred.
  3. If Kagan cancels the workshop for any reason, Kentucky Educational Development Corporation will not be responsible for any expenses incurred by Kagan.
- VIII. 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 50
  - 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. Flip chart and markers (if applicable)
- IX. 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
- X. Market the event:
- 1. Distribute flyers to all local schools and districts
  - 2. Strongly promote the event to reach a maximum number of participants
- XI. Receive and store workshop materials.
- XII. Provide helpers for the Kagan sales display. Your Workshop 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 *Sales 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.
- XIII. 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
- XIV. Return all required registration materials to Kagan after the event, i.e. registration lists and registration forms.
- XV. Return unused course materials in excess of the guaranteed minimum of 45 participants to Kagan after the event. Kentucky Educational Development Corporation will be charged a fee equivalent to a 1-day workshop registration fee for each set of course materials not returned to Kagan.
- XVI. Comply with the terms of Kagan's Copyright: <https://www.KaganOnline.com/copyright>. Kentucky Educational Development Corporation agrees not to offer trainings on the copyrighted content of this workshop without Kagan's permission or certification.
- XVII. Collect a completed registration form from each participant in order to verify attendance and provide each participant a certification of completion.

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**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 (BKCLW, NKWB1v12, NKWB2v12, NKAP2, EMPS) Kagan Cooperative Learning Textbook, Cooperative Learning Course Workbook Day 1 v.12, Cooperative Learning Course Workbook Day 2 v.12, Action Plan 2: Kagan Cooperative Learning, Mix-Pair-Share Software.
- III. 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 *Sales 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.
- IV. Provide a Marketing Bonus for each eligible paid outside participant. The Marketing Bonus shall be paid according to the Rules and Restrictions as detailed in the Marketing Bonus flyer.
- V. Provide Kentucky Educational Development Corporation 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 invoice is required by a specific date.

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**Both parties understand that:**

- I. Kentucky Educational Development Corporation 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 event date on the purchase

order to ensure a discount.

- II. All checks will be made out to Kagan; all profits will go to Kagan. Payment to be made upon completion of event and within thirty (30) days receipt of Kagan's invoice.
- III. It is agreed by Kentucky Educational Development Corporation that no videotaping of the presentation will be allowed without prior written consent from the Director of Professional Development, Laurie Kagan.
- IV. Overpayments may be issued a credit coupon that can be used for prior, current, or future professional development, and/or product at the customers direction. Refunds by check will be made at customer's request.
- 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 Kentucky Educational Development Corporation 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

Director of Educational Partnerships  
(Title)

February 11, 2020  
(Date)

\_\_\_\_\_  
(Signature)  
Kentucky Educational Development Corporation

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)