



## Letter of Agreement

This is an understanding and agreement between:

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

&

Newport Independent Schools  
30 W 8th St  
Newport, KY 41071-1824

Federal Tax ID: 33-0593901

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

- I. Topic: Kagan Coaching
  - II. Date(s): October 2-4, 2018
  - III. Total Day(s): 3
  - IV. Time: TBA
  - V. Location: Newport Primary School
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### **Newport Independent Schools agrees to:**

- I. Pay the consulting fees of \$8,497.00.
- II. Sign and return this Letter of Agreement to Kagan at least 30 days prior to the start date of the event.
- III. Provide a location to have the event.
- IV. Schedule the Principal and/or Assistant Principal(s) to accompany the trainer in every classroom.
- V. Orient the staff regarding coaching procedures.
- VI. Submit a sign-up schedule to the assigned coach (Kagan trainer) at least two weeks in advance of the scheduled coaching day(s).
- VII. Provide classroom teachers with observation forms for the structures identified for coaching. Please note: The observation forms are copyright © Kagan Publishing and may be duplicated only for teachers coached by Kagan Professional Development. Duplication and/or distribution of all other Kagan copyrighted material, for any purpose, is not permitted without prior written authorization by Kagan Publishing.
- VIII. Schedule a debriefing session for all participating staff at least one week in advance of scheduled coaching day(s).
- IX. Follow up with recommendations from the Kagan coach.
- X. Comply with the terms of Kagan's Copyright: <https://www.KaganOnline.com/copyright>. Newport Independent Schools agrees not to offer trainings on the copyrighted content of this workshop without Kagan's permission or certification.

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**Kagan agrees to:**

- I. Provide consulting services.
  - II. Assign a certified Kagan trainer to coach teachers in the Kagan structures with an administrator present in each classroom.
  - III. Assign a certified Kagan trainer to travel with the building administrator for walkthroughs.
  - IV. Contact the building administrator regarding procedures at least one month in advance of coaching day(s).
  - V. Provide the district and/or building contact with the appropriate forms for scheduling, monitoring, and follow up.
  - VI. Identify five structures targeted for coaching and provide observation forms for each identified structure.
  - VII. Assist the building administrator in the full implementation of Kagan Cooperative Learning.
  - VIII. Provide Newport Independent Schools 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. 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 Coaching
  2. Grade Levels: PK-12
- II. If the workshop is cancelled for any reason by Newport Independent Schools after travel expenses are incurred by Kagan, those expenses will be reimbursed by Newport Independent Schools. Nonrefundable airline tickets are booked by Kagan approximately 30 days prior to all workshop starting dates.
- III. 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 should be on file with Laurie Kagan, the Director of Professional Development.
- IV. It is agreed by Newport Independent Schools that no videotaping of the presentation will be allowed without prior written consent from the Director of Professional Development, Laurie Kagan .
- 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 Newport Independent Schools for the results of the cancellation.

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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: \_\_\_\_\_

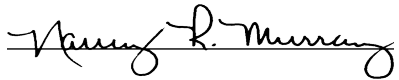
Email: \_\_\_\_\_

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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 Workshops & Graduate Programs  
(Title)

March 16, 2018  
(Date)

\_\_\_\_\_  
(Signature)

Newport Independent Schools

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

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

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