



Letter of Agreement

This is an understanding and agreement between:

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

New Haven Elementary School
& 10854 Us Highway 42
Union, KY 41091-9596

Federal Tax ID: 33-0593901

Kagan will present the following event:

- I. Topic: Kagan Win-Win Discipline Day 1
 - II. Date(s): November 5, 2019
 - III. Total Day(s): 1
 - IV. Time: 8:30am - 3:45pm
 - V. Location: New Haven Elementary School
-

New Haven Elementary School agrees to:

- I. Pay the consulting fee of \$3,799.00 for a maximum of 60 participants from New Haven Elementary School only.
- II. Pay the one-time travel fee of \$750.00. This fee covers all flights, lodging, meals, cab, rental cars, parking, and incidentals for the duration of the trainer visit.
- III. Purchase the Win Win Discipline Book (BKWW) and Win Win Discipline Day 1 Course Workbook (NWWB1) for each participant at \$39.00 per person, plus any applicable sales tax. This is an additional course materials fee, not included in aforementioned consulting fee.
- IV. **Participants attending from outside New Haven Elementary School must pay \$219.00 per person (unless prior written approval is obtained from Kagan).**
- V. 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.
 1. For events which require the purchase of course materials, please note that these materials will be billed by Kagan Publishing (FEIN: 33-0378218). All other expenses related to the event will be billed by Kagan Professional Development (FEIN: 33-0593901).
- VI. Contact Kagan's Workshop Coordinator with a final participant count at least 30 days prior to the start date of your event.
- VII. 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.
- VIII. Comply with Kagan's Cancellation Policy:
 1. If the workshop is cancelled by New Haven Elementary School 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, New Haven Elementary School will reimburse Kagan for the expenses incurred.
 3. If Kagan cancels the workshop for any reason, New Haven Elementary School will not be responsible for any expenses incurred by Kagan.

- IX. Provide a location to have the workshop.
 - X. 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 50
 - 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 chart and markers (if applicable)
 - XI. Comply with the terms of Kagan's Copyright: <https://www.KaganOnline.com/copyright>. New Haven Elementary School agrees not to offer trainings on the copyrighted content of this workshop without Kagan's permission or certification.
 - XII. Collect a completed registration form from each participant in order to verify attendance and provide each participant a certification of completion.
-

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 Workshop Coordinator will determine the number of helpers necessary for this event, if any. Helpers must be pre-authorized by the Workshop Coordinator in order to be eligible for reimbursement. Pre-authorized helpers will receive \$150 in Kagan product per day (not to exceed \$300 in Kagan product per event). Please see the *Workshop Sales Helper Form* for full details.
 - IV. Provide New Haven Elementary School 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.
-

Both parties understand that:

- I. New Haven Elementary School 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 Win-Win Discipline Day 1
 - 2. Grade Levels: K - 5th
- III. 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.
- IV. 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.
- V. It is agreed by New Haven Elementary School that the presenter will administer a one-page Course Evaluation form to each participant. New Haven Elementary School will return all completed evaluations to Kagan.
- VI. It is agreed by New Haven Elementary School that no videotaping of the presentation will be allowed

without prior written consent from the Director of Professional Development, Laurie Kagan.

- VII. Over-payments may be issued a credit coupon that can be used for prior, current, or future professional development, and/or product at the customer's discretion. Refunds by check will be made at customer's request.
- 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 New Haven Elementary School 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: _____

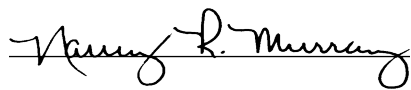
Billing Address: _____

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 Workshops & Graduate Programs
(Title)

May 16, 2019
(Date)

(Signature)

New Haven Elementary School

(Title)

(Date)
