



Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY
41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

KCS D ISSUE PAPER

DATE:

March 18, 2020

AGENDA ITEM (ACTION ITEM):

Consider/Approve agreement with Kagan for Professional Development Services at Summit View Academy on August 12 & 13, 2020

APPLICABLE BOARD POLICY:

01.1 – Legal Status of the Board

HISTORY/BACKGROUND:

Summit View Academy applied for and has been awarded a Comprehensive Coordinated Early Intervening Services (CCEIS) Mini Grant. The funds will be used for promoting continued improvement and training to address the increasing behavioral and social-emotional learning needs for all students to succeed in the general education environment.

FISCAL/BUDGETARY IMPACT:

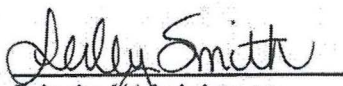
\$11,248.00 – Special Education Fund 337EC

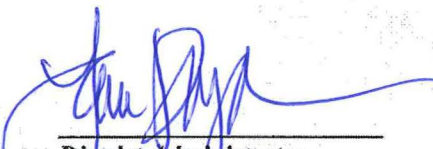
RECOMMENDATION:

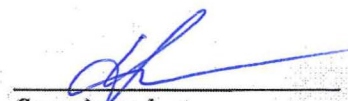
Approval of the agreement with Kagan for Professional Development Services at Summit View Academy on August 12 & 13, 2020

CONTACT PERSON:

Lesley Smith, Principal


Principal/Administrator


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

Kenton County Board of Education

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jessica Jehn
"The Kenton County Board of Education provides Equal Education & Employment Opportunities."



Summit View Academy
Independence, KY
Created on March 17, 2020

Quote 5710
Customer 721637

Kagan Professional Development Quote

School Flat Fee			
Description	Quantity	Amount	Est. Total
Win-Win Discipline Day 1 Twice Date(s): August 12-13, 2020 Schools: Grades Pk-3 August 12 Grades 4-8 August 13	2 Days	\$3,799.00	\$7,598.00
Materials			
Description	Quantity	Amount	Est. Total
Cooperative Learning Book & Workbook (Per Participant)*	100 Participants	\$39.00	\$3,900.00
Travel Fee			
Description	Quantity	Amount	Est. Total
Travel Fee	1 Visit	\$750.00	\$750.00
Promotional—First-Time Single School Discount			
Description	Quantity	Amount	Est. Total
First-Time Promotion—\$1,000 Off Training		\$1,000.00	(\$1,000.00)
Total Before Discount:			\$12,248.00
Total Discount:			(\$1,000.00)
Total After Discount:			\$11,248.00
Please Note: This Price Quote will expire on May 16, 2020			

Notes

- Workshop Date: Requested date is contingent upon trainer availability.
- Sales Tax: *Sales tax applies to course materials except for tax exempt organizations.
- Course Material Fee : There is a one-time Course Material Fee for all workshops, not included in the Workshop Fee. The fee covers all materials, including additional workbooks for subsequent training days, up to 5 days of training on the same workshop topic.
- Travel Fee: The Travel Fee is a one-time fee that covers all flights, lodging, meals, cabs, rental car, parking, and incidentals for the duration of the trainer visit.
- Consecutive Days: Trainer travel is based on consecutive days of training. Non-consecutive training days will incur an additional travel fee.
- For questions about this quote, please contact Roseanne Costello – Roscanne@KaganOnline.com or 949.545.6354



Letter of Agreement

This is an understanding and agreement between:

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

&

Summit View Academy
5006 Madison Pike
Independence, KY 41051-7538

Federal Tax ID: 33-0593901

Kagan will present the following event:

- I. Topic: Kagan Win-Win Discipline Day 1 X 2
 - II. Date(s): August 12-13, 2020
 - III. Total Day(s): 2
 - IV. Time:
 - V. Location: Summit View Academy
-

Summit View Academy agrees to:

- I. Pay the consulting fee of \$7,598.00 for a maximum of 100 participants from 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 Cooperative Learning Textbook (BKCLW), the Cooperative Learning Course Workbook Day 1 (NKWB1), and the Mix-Pair-Share Software (EMPS) 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. Ensure that each participant brings the Cooperative Learning Textbook (BKCLW) to the event. The workshop requires that participants write in their textbook.
- V. **Participants attending from outside must pay \$349.00 per person (unless prior written approval is obtained from Kagan).**
- VI. Provide additional seats for outside participants to attend this event at a price of \$349.00 per person.
- VII. Market the event to outside participants in exchange for a Marketing Bonus (as detailed in the Rules and Restrictions of the Marketing Bonus flyer).
- VIII. 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).
- IX. Contact Kagan's Workshop Coordinator with a final participant count at least 30 days prior to the start date of your event.
- X. 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.
- XI. Comply with Kagan's Cancellation Policy:
 - 1. If the workshop is cancelled by Summit View Academy 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, Summit View Academy will reimburse Kagan for the expenses incurred.
3. If Kagan cancels the workshop for any reason, Summit View Academy will not be responsible for any expenses incurred by Kagan.

XII. Provide a location to have the workshop.

XIII. 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)

XIV. Comply with the terms of Kagan's Copyright: <https://www.KaganOnline.com/copyright>. Summit View Academy agrees not to offer trainings on the copyrighted content of this workshop without Kagan's permission or certification.

XV. 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 a Marketing Bonus for each paid outside participant. The Marketing Bonus shall be paid according to the Rules and Restrictions as detailed in the Marketing Bonus flyer.
- V. Provide Summit View Academy 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. Summit View Academy 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 Chris Duffy, the Director of Educational Partnerships.
 1. Content shall include: Kagan Win-Win Discipline Day 1 X 2
 2. Grade Levels: PK-3
- 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 Educational Partnerships 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 Chris Duffy, the Director of Educational Partnerships 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 Summit View Academy that the presenter will administer a one-page Course Evaluation form to each participant. Summit View Academy will return all completed evaluations to Kagan.
- VI. It is agreed by Summit View Academy 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 Summit View Academy 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: Kenton County School District

Title: Marta Scott, Special Education Director

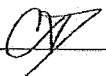
Billing Address: 1055 Eaton Drive
Ft. Wright, KY 41017

Phone: 859-344-0300 Fax: _____

Email: marta.scott@Kenton.kyschools.us

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

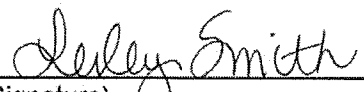
Agreed to and accepted by:



(Signature)
Kagan Professional Development

Director of Educational Partnerships
(Title)

April 7, 2020
(Date)



(Signature)
Summit View Academy

Principal
(Title)

4/7/20
(Date)
