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**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](http://www.kenton.kyschools.us)

Dr. Henry Webb, Superintendent of Schools

**KCSD ISSUE PAPER**

**DATE:**

5/20/20

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve agreement with Kagan for Professional Development workshops to be held at Dixie Heights High School on August 12 and 13, 2020.

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

Dixie Heights High School 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:**

\$11,828.00 – Special Education Fund 337EC

**RECOMMENDATION:**

Approval of the agreement with Kagan for Professional Development Workshops to be held at Dixie Heights High School on August 12 and 13, 2020

**CONTACT PERSON:**

Nate Niemi/Teresa Catchen

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."



## Letter of Agreement

This is an understanding and agreement between:

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

&

Dixie Heights High School  
3010 Dixie Hwy  
Ft Mitchell, KY 41017-2334

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): August 12 - 13, 2020
  - III. Total Day(s): 2
  - IV. Time: 8:00am
  - V. Location: Dixie Heights High School
- 

### Dixie Heights High School agrees to:

- I. Pay the consulting fee of \$7,998.00 for a maximum of 70 participants from Dixie Heights High 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 Cooperative Learning Textbook (BKCLW), the Cooperative Learning Course Workbook Day 1 (NKWB1), and the Mix-Pair-Share Software (EMPS) for each participant at \$44.00 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 Dixie Heights High School must pay \$349.00 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 Dixie Heights High 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, Dixie Heights High School will reimburse Kagan for the expenses incurred.

3. If Kagan cancels the workshop for any reason, Dixie Heights High 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>. Dixie Heights High 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.
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**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 Dixie Heights High 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.
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**Both parties understand that:**

- I. Dixie Heights High 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 Chris Duffy, the Director of Educational Partnerships.
  1. Content shall include: Kagan Cooperative Learning Day 1 & 2
  2. Grade Levels: High School
- 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 Dixie Heights High School that the presenter will administer a one-page Course

Evaluation form to each participant. Dixie Heights High School will return all completed evaluations to Kagan.

- VI. It is agreed by Dixie Heights High 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 Dixie Heights High School 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 Educational Partnerships  
(Title)

May 18, 2020  
(Date)

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

Dixie Heights High School

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

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

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Kagan Quote  
Quote 5850  
Created on 5/15/2020

Quote 5850  
Customer 267524

**Kenton County Schools - Dixie Heights High School**

School Flat Fee			
Description	Quantity	Amount	Est. Total
Kagan Cooperative Learning Days 1-2 Date(s): 8/12-13/2020 Schools: Dixie Heights High School Participant Description: 70	70	\$7,998.00	\$7,998.00
Materials			
Description	Quantity	Amount	Est. Total
Cooperative Learning Book, Workbooks, Action Plans, Software* Date(s): 8/12-13/2020 Schools: Dixie Heights High School Participant Description: 70	70	\$44.00	\$3,080.00
Travel Fee			
Description	Quantity	Amount	Est. Total
Travel Fee		\$750.00	\$750.00
<b>Total:</b>			<b>\$11,828.00</b>
Please Note: This Price Quote will expire on July 14, 2020			

**Notes**

- 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.
- For questions about this quote, please contact Lori Allnutt - [Lori@KaganOnline.com](mailto:Lori@KaganOnline.com) or 949.545.6388





Kagan Professional Development  
PO Box 72008  
San Clemente, CA 92673-2008  
Consultant Services Agreement

Lori -

949-545-6388

This agreement is an understanding and agreement between Kagan Professional Development and Alison Gregory. Kagan Professional Development agrees to contract with Alison Gregory as an independent contractor (consultant) for the following workshop.

#### Workshop Description:

Event Topic:	Kagan Cooperative Learning Day 1 & 2	Type of Event:	School Workshop
Event Number:	31076	Course Materials:	(BKCLW, NKWB1v12, NKWB2v12, NKAP2, EMPSC) 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 Certificate
Dates:	August 12 - 13, 2020	Number of Days:	2
Event Location:	Dixie Heights High School	Time Each Day:	8:00am
Event Address:	3010 Dixie Hwy Ft Mitchell, KY 41017-2334	Event Phone:	Home: , Work: 859-341-7650, Mobile: , Fax: 859-341-2531
Contact Person:	Nate Niemi	Host Work Phone:	859-426-4903
Company:	Dixie Heights High School	Host Cell Phone:	859-322-9420
Address:	10379 Us Highway 42 Union, KY 41091-9074	Host E-mail: Grade Level:	nathan.niemi@kenton.kyschools.us High School
Approx. Participants	70	Trainer Contact:	Nate Niemi, Home: , Work: 859-426-4903, Mobile: 859-322-9420, Fax: 859-341-2531, nathan.niemi@kenton.kyschools.us

**Consulting Fee:** Kagan Professional Development agrees to pay Alison Gregory the following fee:

\$1,100.00 for 0-99 participants  
100-149 participants \$100 bonus per day  
150-199 participants \$200 bonus per day  
200 participants and over \$300 bonus per day

**Expenses:** Expenses of travel and lodging will be reimbursed by Kagan Professional Development if the consultant provides daily records of expenses with receipts. Expenses without receipts will not be reimbursed unless a prior written agreement exists. The following will be reimbursed: for meals (up to \$37.50 per day for travel days and up to \$50 per day for training days), hotel expenses, transportation (airfare if not billed direct to Kagan Professional Development by World Wide Travel), car rental at cost, or mileage @ .545 cents per mile.

**Contact Details:** Please call Dixie Heights High School at least 30 days prior to your event start date to review your itinerary, the details of the event, and to complete the Trainer Workshop Information Checklist (page B-4 in your Instructor Binder). NOTE: The information for this event may change as the event progresses, so you must confirm these details with the host.

**Travel:** Ask the host for hotel recommendations and determine if someone will pick you up or if you should arrange for ground transportation. Watch for your "It's a Go" email notification. Once you receive the "It's a Go" email, make your travel arrangements immediately if the event begins within the following 30 days. If the event start date is more than 30 days from the day you receive the "It's a Go" email, please create a reminder for 30 days prior to the event start date to book your travel.

**Sales Display:** We would like to encourage you to sell materials! Sales are permitted: The standard display kit will be sent.

**Referral of Clients:** Should the client or a participant request further training of any type as a result of this event, either at the event or any time in the future, Alison Gregory agrees that the referral belongs to Kagan Professional Development (which retains the right to fulfill the request).

It is further understood by Alison Gregory and Kagan Professional Development, that a specific request by the client or a participant for Alison Gregory

as the presenter, also will be referred to Kagan Professional Development for fulfillment, and Kagan will honor the request for Alison Gregory, giving first right of refusal to him/her as presenter, barring overriding circumstances.

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**Status of Consultant:** This agreement calls for the performance of services of instructor as an independent contractor and consultant shall not be considered an employee of Kagan Professional Development for any reason.

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**Copyright:** Alison Gregory agrees that any Kagan Structures used will be plainly marked with Kagan copyright on each page of the handout.

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It is understood by the consultant that this workshop could cancel for any reason and Kagan will notify the consultant of such cancellation. Should the event cancel for any reason, Alison Gregory will be reimbursed only for actual expenses incurred.

Your reply via e-mail will confirm your acceptance of this Independent Contractor Service Agreement for the workshop noted above.

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