

**CONTRACT NAME: AGREEMENT BETWEEN KAGAN  
PUBLISHING AND PROFESSIONAL DEVELOPMENT AND  
DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** Kagan Professional Development will provide a consultant and workshop materials for a professional development day that focuses on engagement strategies for all students with a special emphasis on Oral Language Development for Language Learners. This is a one-day professional development presentation for Marguerite Montgomery Elementary teachers.

The costs involved with the workshop will be a consulting fee of \$4,499 and \$38 per textbook for individual participants. A total of \$5,500 has been allocated with \$2,750 from Montgomery Site Title I Professional Development funds and \$2,750 from the District-Level Professional Growth budget.



## Letter of Agreement

This is an understanding and agreement between:

Kagan Professional Development (Kagan)  
PO Box 72008  
San Clemente, CA 92673-2008

Marguerite Montgomery Elementary  
& 1441 Danbury St  
Davis, CA 95618

Federal Tax ID: 33-0593901

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**Kagan will present the following event:**

- I. Topic: Kagan Cooperative Learning Day 1
- II. Date(s): August 20, 2015
- III. Total Day(s): 1
- IV. Time: 8:30AM-3:45PM

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**Marguerite Montgomery Elementary agrees to:**

- I. Limit event attendance to participants from Marguerite Montgomery Elementary only. The consulting fee will increase if attendance exceeds the participation limit of 30.
- II. Pay the consulting fee of \$4,499.00.
- III. Purchase the Cooperative Learning Textbook (BKCLW) and the Cooperative Learning Course Workbook Day 1 (NKWB1) for each participant at \$34.00 per person plus applicable sales tax.
- IV. 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.
- V. Contact Kagan's Event Coordinator with a final participant count at least 30 days prior to the start date of your event.
- VI. Provide the Kagan Event Coordinator with a list of workshop participant names prior to the start date of the 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. Provide a location to have the workshop.
- IX. 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 40
  - 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)

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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 Event Coordinator will determine the number of helpers necessary for this event, if any. Helpers must be pre-authorized by the Event Coordinator in order to be eligible for reimbursement. Pre-authorized helpers will received \$150 in Kagan product per day (not to exceed \$300 in Kagan product per event). Please see the *Workshop Helper Form* for full details.
  - IV. Provide Marguerite Montgomery Elementary 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. Marguerite Montgomery Elementary 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 Cooperative Learning Day 1
  2. Grade Levels: K-6
- III. If the workshop is cancelled by Marguerite Montgomery Elementary for any reason after travel and shipping expenses are incurred by Kagan, those expenses will be reimbursed by Marguerite Montgomery Elementary.
- IV. 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.
- V. 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.
- VI. It is agreed by Marguerite Montgomery Elementary that the presenter will administer a one-page Course Evaluation form to each participant. Marguerite Montgomery Elementary will return all completed evaluations to Kagan.
- VII. It is agreed by Marguerite Montgomery Elementary that no videotaping of the presentation will be allowed without prior written consent from the Director of Professional Development, Laurie Kagan.
- 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 Marguerite Montgomery Elementary 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: \_\_\_\_\_

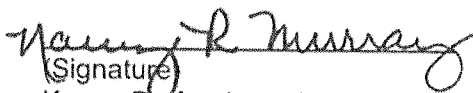
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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)

June 18, 2015  
(Date)

\_\_\_\_\_  
(Signature)  
Marguerite Montgomery Elementary

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

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

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