


  
**BROKEN ARROW PUBLIC SCHOOLS**
  
*Educating Today*      *Leading Tomorrow*

Contract Committee Review Request  
MUST BE COMPLETED IN FULL

Date: 10/27/2023

Contract/Agreement Vendor:

Kagan/ Vern Minor

Name of Vendor & Contact Person

vern@kaganonline.com

Vendor Email Address

Kagan Coaching

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

K-12

Reason/Audience to benefit

11/7/2023

BOE Date

\$ 5,748.00

Amount of agreement

Person Submitting Contract/Agreement for Review:

*Kristin Herron*

**PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK**

Principal &/or Director or Administrator:

*Kristin Herron*

Does this Contract/Agreement utilize technology? YES (NO)

If yes, Technology Admin:

Cabinet Team Member:

*Karl Dyer*

Funding Source:

11/795

Fund/Project

11-795-1000-321-100-0000-000-all BA schools

OCAS Coding

Kagan Coaching Trainers are coming to BAPS to help facilitate the implementation of Kagan structures learned this summer in Orlando



**Consent**



**Action**

**Summary**

This area must be complete with full explanation of contract

*The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.*



## Letter of Agreement

This is an understanding and agreement between:

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

&

Broken Arrow Public Schools ISD #I-3  
701 S Main St  
Broken Arrow, OK 74012

Federal Tax ID: 33-0593901

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

- I. Topic: Kagan Coaching
  - II. Date(s): November 14 - 15, 2022
  - III. Total Day(s): 2
  - IV. Time: 8:00am - 3:15pm
  - V. Location:
- 

### **Broken Arrow Public Schools ISD #I-3 agrees to:**

- I. Pay the consulting fees of \$4,998.00.
- 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. Sign and return this Letter of Agreement to Kagan at least 30 days prior to the start date of the event.
- IV. Comply with Kagan's Cancellation Policy:
  1. If the workshop is cancelled by Broken Arrow Public Schools ISD #I-3 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, Broken Arrow Public Schools ISD #I-3 will reimburse Kagan for the expenses incurred.
  3. If Kagan cancels the workshop for any reason, Broken Arrow Public Schools ISD #I-3 will not be responsible for any expenses incurred by Kagan.
- V. Schedule the Principal and/or Assistant Principal(s) to accompany the trainer in every classroom.
- VI. Orient the staff regarding coaching procedures.
- VII. Submit a sign-up schedule to the assigned coach (Kagan trainer) at least two weeks in advance of the scheduled coaching day(s).
- VIII. 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.
- IX. Schedule a debriefing session for all participating staff at least one week in advance of scheduled coaching day(s).
- X. Follow up with recommendations from the Kagan coach.
- XI. Comply with the terms of Kagan's Copyright: <https://www.KaganOnline.com/copyright>. Broken Arrow

Public Schools ISD #I-3 agrees not to offer trainings on the copyrighted content of this workshop without Kagan's permission or certification.

**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 Broken Arrow Public Schools ISD #I-3 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. Any changes in content or time must be pre-approved by Chris Duffy, the Director of Educational Partnerships.
  - 1. Content shall include: Kagan Coaching
  - 2. Grade Levels: K-12
- II. Advertising of any sort, printed or electronic, must be approved by Chris Duffy, 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.
- III. It is agreed by Broken Arrow Public Schools ISD #I-3 that no videotaping of the presentation will be allowed without prior written consent from the Director of Professional Development, Laurie Kagan .
- IV. Overpayments may be issued a credit coupon that can be used for prior, current, or future professional development, and/or product at the customers direction. Refunds by check will be made at customer's request.
- 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 Broken Arrow Public Schools ISD #I-3 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: 11/7/22

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 Educational Partnerships  
(Title)

October 27, 2022  
(Date)

\_\_\_\_\_

(Signature)  
Broken Arrow Public Schools ISD #1-3

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Date)