



Agreement for Services

This agreement is entered into by and between Conquest Consulting, LLC (hereafter, “CC”), at P.O. Box 9224, Cincinnati, OH 45209 and Biggs Early Learning Childhood Center at 1124 Scott St, Covington, KY 41011 (hereafter, “BELCC”).

In consideration of the mutual promises made herein, and for other good and valuable consideration, the sufficiency of which the parties hereby acknowledge, the parties do hereby agree as follows:

1. Term of Agreement.

BELCC hereby engages the services of CC and CC hereby agrees to perform services for BELCC, for a term beginning August 1, 2024 and ending May 31, 2025.

2. Compensation.

During the term that this agreement is in effect, August 1, 2024 and ending August 31, 2025 BELCC agrees to compensate CC for services performed at the annual rate of \$3,720.00, payable in one installment of \$3,720.00, billed on August 31, 2024. All travel and preparation expenses are included. Billing term is 30 days. BELCC agrees to pay an additional \$75 late fee each billing period for payment not received within these terms.

3. Duties and Responsibilities.

CC shall perform the duties and responsibilities stated below:

- a) RMS-K and LfL initial training for staff. one full day.
- b) RMS-K refresher training
 - October 2024; February 2025; March 2025
- b) Classroom coaching support throughout the year
 - Unlimited shadowing opportunity during coaching sessions with RMS-K groups at CIPS elementary schools
- c) 24/7 Email/Telephone Support throughout school year



4. Termination.

- a) This agreement may be terminated by either party, upon thirty (30) days prior written notice, after which CC will no longer perform any services for BELCC.
- b) Upon termination, all obligations of the parties under the terms of this agreement will terminate as of the date of the termination, except that all compensation earned under the terms of this agreement through such date will be due and payable.
- c) For purposes of this agreement, the date of termination shall be that date specified in the 30 -day prior notice letter required above.

5. Remedies for Breach of Agreement.

In the event that either party resorts to litigation to resolve a dispute arising under this agreement, either party shall be entitled to recover costs of litigation, including attorneys' fees.

6. Waiver.

The waiver by either party of any term or condition of this agreement or any breach shall not constitute a waiver of any other term or condition of this agreement.

7. Successors.

This agreement shall be binding on the parties hereto, their heirs, administrators, executors, successors, and assigns. In the event of a merger, consolidation or reorganization involving BELCC, this agreement shall continue in force and become an obligation of BELCC's successors.

8. Notices.

Any notice required or permitted to be given under this agreement shall be sufficient if in writing and delivered in person or sent by registered or certified mail, in the case of CC, to the address in this agreement, or at such other address written notice of which is given to BELCC by CC and, in the case of BELCC, to its main office.

