



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 Holmes Middle School, at 2500 Madison Ave. Covington, KY 41014 (hereafter, "HMS").

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.

HMS hereby engages the services of CC and CC hereby agrees to perform services for HMS, for a term beginning June 1, 2022 and ending June 30, 2023.

2. Compensation.

During the term that this agreement is in effect, June 1, 2022 and ending June 30, 2023 HMS agrees to compensate CC for services performed at the annual rate of \$24,800.00, payable in 10 installments of \$2480.00, billed on August 30, 2022; September 30, 2022; October 31, 2022; November 30, 2022; December 31, 2022; January 31, 2023; February 28, 2023; March 31, 2023; April 30, 2023; and May 31, 2023. All travel and preparation expenses are included. Even billing payments will not necessarily reflect the number of days on-site each month. Billing term is 30 days. HMS 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) Coaching/in-service for instructors, and training for Principal and Direct Instruction Coach at HMS (20 on-site days total) through;
 - Initial CRP Decoding program training
 - Initial training and continued support for Instructional Coach
 - In-class coaching for DI instructors
 - Written technical assistance for DI instructor after every coaching session
 - Administrative Summary Report after each on-site visit



- Monitoring of group lesson progress
- Monitoring of student mastery for each lesson taught
- Assistance in placement testing throughout the school year
- Assistance with and monitoring of grouping students for instruction
- Forms to enhance management
- Assistance in planning for/ordering instructional materials
- Grouping/Instructional changes to accelerate and enhance student performance
- Monitoring of prescribed acceleration schedules
- Training for staff moving into new program levels mid-school year
- Year-end student assessment and group placement
- 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 HMS.

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 HMS, this agreement shall continue in force and become an obligation of HMS'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 HMS by CC and, in the case of HMS, to its main office.

9. Applicable Law.

This agreement shall be governed and applied by the laws of the State of Ohio, and in any action or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Ohio shall be applicable and shall govern to the exclusion of the law of any other forum without regard to the jurisdiction in which the action may be instituted.

10. Entire Agreement

This document contains the entire agreement of the parties. Any amendments to this agreement must be in writing and signed by the party against whom enforcement thereof may be sought. Any changes in this agreement or any renewal thereof shall be negotiated by CC and HMS.



IN WITNESS THEREOF, the parties have executed this agreement the day and year first written above.

HOLMES MIDDLE SCHOOL (HMS)

BY: [Signature]
HMS Representative

DATE: 5/16/22

BY: _____
Additional Representative
(if required)

DATE:

CONQUEST CONSULTING, LLC

BY: [Signature]
DONNA S. DRESSMAN
CEO/Senior Consultant, Conquest Consulting

DATE: 5/13/2022