



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 Covington Independent Public Schools at 25 East 7th St. Covington, KY 41011 (hereafter, “CIPS”).

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.

CIPS hereby engages the services of CC and CC hereby agrees to perform services for CIPS, for a term beginning August 1, 2026 and ending May 31, 2027.

2. Compensation.

During the term that this agreement is in effect, August 1, 2026 and ending August 31, 2027 CIPS agrees to compensate CC for services performed at the annual rate of \$5320.00, payable in one installment of \$5320.00, billed on August 31, 2026. All travel and preparation expenses are included. Billing term is 30 days. CIPS 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) Four full days on-site
 - RMS-K and LfL initial training for staff/one full day.
 - RMS-K refresher training
 - October 2026; January 2027; February 2027
- 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 CIPS.

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.

d) Notwithstanding any other provision in this agreement, SCHOOL DISTRICT may terminate this agreement without further obligation, compensation to CC, or penalty, in the event that sufficient funds are not appropriated, or are revoked by any governmental agency or authority, at any time during the term of this agreement. SCHOOL DISTRICT shall notify CC in writing of any such non-allocation of funds at the earliest possible date, and shall make arrangements for payment of invoices which were received by the SCHOOL DISTRICT, and are for services rendered prior to the non-appropriation or cancellation of funds. In the event of non-appropriation this agreement shall terminate prior to the next billing term, and shall render that billing term, and others that follow null and void.

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

9. Applicable Law.

This agreement shall be governed and applied by the laws of the State of Kentucky 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 Kentucky 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.

