



By signing this agreement, Social Legends, LLC has retained Engaging Solutions, LLC to provide technical assistance for the period December 1, 2020 to October 1, 2021 and agrees to the terms and conditions as set forth in this Agreement.

**Timeline.** During this period, Engaging Solutions, LLC agrees to devote time and human resources to completing and providing the deliverables as outlined in the scope of work below. Work scheduling will be at the discretion of Engaging Solutions, LLC.

**Payment.** Payment for these services will be to Engaging Solutions, LLC for \$24,000. Engaging Solutions, LLC will invoice Social Legends according to the schedule below. Social Legends will provide payment within 7 days. Social Legends is not responsible for any additional costs incurred throughout the duration of the work (travel, meals, etc.).

January 1, 2021: Invoice to Social Legends for \$6,000  
 April 1, 2021: Invoice to Social Legends for \$6,000  
 August 1, 2021: Invoice to Social Legends for \$6,000  
 October 1, 2021: Invoice to Social Legends for \$6,000

**Scope of Work.** Below is a description of Technical Assistance expected within this agreement with Social Legends:

Description & Deliverables	<ul style="list-style-type: none"> <li>○ Conduct stakeholder engagement to assess existing strengths, gaps, and opportunities of DEI strategies within afterschool in Indiana               <ul style="list-style-type: none"> <li>▪ Conduct Interviews with key stakeholders</li> <li>▪ Conduct surveys of key stakeholders</li> <li>▪ Conduct focus groups of key stakeholders</li> <li>▪ Analyze data and develop report of opportunities, challenges, and recommendations</li> <li>▪ <u>Deliverable:</u> <ul style="list-style-type: none"> <li>• Provide Social Legends with a Comprehensive Stakeholder Engagement Report</li> <li>• Provide Social Legends with Interview Notes</li> <li>• Provide Social Legends with Survey Data</li> <li>• Provide Social Legends with Focus Group Notes</li> </ul> </li> </ul> </li> <li>○ Research and identify recommended best practices for DEI in afterschool service provision               <ul style="list-style-type: none"> <li>▪ <u>Deliverable:</u> <ul style="list-style-type: none"> <li>• Provide Social Legends with reference guide of all citations reviewed</li> <li>• Provide Social Legends with recommendations on best practices for DEI in afterschool service provision</li> </ul> </li> </ul> </li> <li>○ Support Advisory Board meeting facilitation and collaborative strategy development to define the vision for DEI in afterschool               <ul style="list-style-type: none"> <li>▪ <u>Deliverable:</u> <ul style="list-style-type: none"> <li>• Participate in Advisory Board Planning Discussions</li> <li>• Prepare Documentation/Materials to Support Advisory Board Convening (agenda, PowerPoint, handouts, etc.)</li> <li>• Provide Facilitation Support for Advisory Board</li> </ul> </li> </ul> </li> <li>○ Document all input compiled during Advisory Board Convening and create a report highlighting key findings and recommending best practices.               <ul style="list-style-type: none"> <li>▪ <u>Deliverable</u> <ul style="list-style-type: none"> <li>• Provide Social Legends with a report highlighting convening input collected regarding best practices for DEI in afterschool service provision</li> </ul> </li> </ul> </li> </ul>
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Description & Deliverables	<ul style="list-style-type: none"> <li>○ Support Grantee Work Group Convening to review best practices, collect input, and identify tools/resources required for implementation. Compile recommendations and requested tools/resources list. <ul style="list-style-type: none"> <li>▪ <u>Deliverable</u> <ul style="list-style-type: none"> <li>• Provide Social Legends with a report highlighting grantee input collected regarding best practices for DEI in afterschool service provision</li> <li>• Provide Social Legends with a list of recommended tools/resources to build to support DEI best practice implementation</li> </ul> </li> </ul> </li> <li>○ Coordinate and facilitate Kick-Off Event to Present/Review Best Practices with Grantees <ul style="list-style-type: none"> <li>▪ <u>Deliverable</u> <ul style="list-style-type: none"> <li>• Participate in Kick-Off Event Planning Discussions</li> <li>• Prepare Documentation/Materials to Support the Kick-Off Event (agenda, PowerPoint, handouts, etc)</li> <li>• Provide Facilitation Support for Kick-Off Event</li> </ul> </li> </ul> </li> <li>○ Develop evaluation strategy, process, and tools to measure impact of DEI Best Practices <ul style="list-style-type: none"> <li>▪ <u>Deliverable</u> <ul style="list-style-type: none"> <li>• Facilitate Evaluation Strategy Discussions</li> <li>• Provide Social Legends with a process to evaluate the impact of the utilization of the DEI Best Practices</li> <li>• Provide Social Legends with tools to support the evaluation of the utilization of the DEI Best Practices</li> </ul> </li> </ul> </li> </ul>
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**Relationship of Parties.** It is understood by the parties that Engaging Solutions, LLC is an independent contractor with respect to Social Legends, and not an employee of Social Legends. Social Legends will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Engaging Solutions, LLC.

As a subcontractor on the project, it is understood that all project updates, questions, and general communications from Engaging Solutions, LLC will be sent exclusively to Social Legends. Indiana Department of Education ("project client"), or any associated constituents, should not be directly engaged unless authorized by Social Legends.

**Disclosure.** Engaging Solutions, LLC is required to disclose any outside activities or interests that conflict or may conflict with the best interests of Social Legends as related to the contracted project and associated parties. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to other consulting relationships that may conflict with this Agreement.

**Confidentiality.** Social Legends recognizes that Engaging Solutions, LLC may have access the following information: business affairs; financial information; personal information; future plans; and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Social Legends and/or the project client and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Engaging Solutions, LLC agrees that no employee will at any time or in any manner, either directly or indirectly, use any Information for his/her own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior consent of Social Legends. Engaging Solutions, LLC will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

**Confidentiality after Termination.** The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

**Ownership of Work.** All information and materials furnished by Social Legends is proprietary and will remain the property of Social Legends. The results of any and all work performed by Engaging Solutions, LLC for Social Legends will remain the property of the Social Legends. Social Legends may use this material in any way deemed appropriate.

**Return of Records.** On termination of this Agreement, Engaging Solutions, LLC shall deliver all records, notes, and data of any nature that are in their possession or under their control and that are Social Legends' property or relate to Social Legends' business.

**Conflict of Interest.** Engaging Solutions, LLC is bound to Social Legends best interests during the term of this agreement. Representatives shall notify Social Legends of any possible or potential conflict of interest which may result from his/her other activities and shall commence such other activities only after written approval of Social Legends which may not be unreasonably withheld.

**Non-solicitation.** Engaging Solutions, LLC shall not and undertakes not to, without the prior consent of Social Legends, solicit and/or entice away any officer, director, client, partner, or employee of Social Legends.

**Termination.** This agreement may be terminated on 30 days' written notice by either Engaging Solutions, LLC or Social Legends. In case of termination, Engaging Solutions, LLC shall make a reasonable attempt to finish work in progress.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**Waiver of Contractual Right.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**Entire Agreement.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**Amendment.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**Applicable Law.** This Agreement shall be governed by the laws of the State of Indiana.

This Agreement has been signed by:



August 25, 2020

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Debra Simmons Wilson, Engaging Solutions, LLC

Date



August 26, 2020

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Kelly Frank, President & Owner, Social Legends, LLC

Date