



SOCIAL LEGENDS

By signing this agreement, Social Legends, LLC has retained Optimist Business Solutions 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, Optimist Business Solutions 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 Optimist Business Solutions.

Payment. Payment for these services will be to Optimist Business Solutions for \$20,250.00. Optimist Business Solutions 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 \$5,000

April 1, 2021: Invoice to Social Legends for \$5,000

July 1, 2021: Invoice to Social Legends for \$5,000

October 1, 2021: Invoice to Social Legends for \$5,250

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">▪ 21st CCLC Grantee Readiness Program<ul style="list-style-type: none">○ Design framework for Grantee Readiness Program that includes a series of 4 sessions to prepare potential grantees and increases their capacity to apply for a grant and implement a successful afterschool program.<ul style="list-style-type: none">▪ <u>Deliverable:</u><ul style="list-style-type: none">● Participate in Grantee Readiness Program Planning Discussions● Provide Social Legends with an outline for 4 training sessions including but not limited to: content, outcomes, timeline, presenters, and tools/resources.○ Coordinate and support the delivery of 4 training sessions<ul style="list-style-type: none">▪ <u>Deliverable:</u><ul style="list-style-type: none">● Provide Social Legends with materials to support 4 training sessions including, but not limited to:<ul style="list-style-type: none">○ Agenda○ Facilitator bio/s○ PowerPoint○ Tools/Resources/Handouts/Templates (as applicable based on topic)● Provide logistical support to facilitators scheduled to deliver training session content● Provide Social Legends with an outcome and participant satisfaction report for each session.○ Design process to analyze grantee readiness program impact and effectiveness, conduct analysis, and produce outcomes report<ul style="list-style-type: none">▪ <u>Deliverable</u><ul style="list-style-type: none">● Participate in Evaluation Strategy Discussions● Provide Social Legends with a process to evaluate the impact of the grantee readiness program● Provide Social Legends with tools to support the evaluation process● Conduct grantee readiness program evaluation● Provide Social Legends with an outcome and participant satisfaction report for the full program
---------------------------------------	---

Description & Deliverables

- 21st CCLC Grant RFP
 - Review RFP and scoring rubric – identify potential areas of improvement and provide input on updates to finalize both the RFP and rubric
 - Deliverable
 - Provide Social Legends with recommended improvements for the RFP
 - Provide Social Legends with recommended improvements for the RFP scoring rubric
 - Plan and coordinate grant reviewer training (agenda, location, materials, invitations, logistics and follow-up)
 - Deliverable:
 - Provide Social Legends with materials to support the grant reviewer training session including, but not limited to:
 - Agenda
 - PowerPoint
 - Tools/Resources/Handouts/Templates (as applicable based on topic)
 - Provide facilitation support (as needed) for the reviewing training session.
 - Develop grant reviewer score collection strategy and manage process
 - Deliverable:
 - Design and manage the RFP score submission process
 - Provide Social Legends with an outline of the score management process
 - Support reviewers and respond to any and all questions throughout grant review process
 - Deliverable:
 - Provide direct reviewer technical assistance
 - Aggregate reviewer scores and support outlier score review process
 - Deliverable:
 - Provide Social Legends with documentation outlining all reviewer scores
 - Provide Social Legends with an aggregate scoring report
 - Support reviewer discussions analyzing outlier scores

Relationship of Parties. It is understood by the parties that Optimist Business Solutions 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 Optimist Business Solutions.

As a subcontractor on the project, it is understood that all project updates, questions, and general communications from Optimist Business Solutions 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. Optimist Business Solutions 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 Optimist Business Solutions 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, Optimist Business Solutions 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. Optimist Business Solutions 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 Optimist Business Solutions 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, Optimist Business Solutions 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. Optimist Business Solutions 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. Optimist Business Solutions 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 Optimist Business Solutions or Social Legends. In case of termination, Optimist Business Solutions 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.

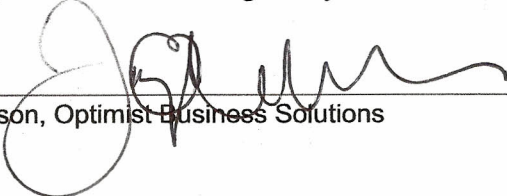
Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

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:


Joy Mason, Optimist Business Solutions

26 Aug 2020
Date

Kelly D Frank

8/26/20

Kelly Frank, President & Owner, Social Legends, LLC

Date