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AGREEMENT – ASSOCIATION MANAGEMENT SERVICES

Agreement made this 18th day of April 2020 by and between Nardone Consulting Group, Inc. (NCG), a corporation in the state of Georgia and Georgia School Counselor Association, Inc. (GSCA), a non-profit organization, incorporated in the state of Georgia.

In consideration of the mutual agreements and covenants contained herein, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

TERM

The term of this agreement shall be for one year commencing on the 1st day of July 2020 and ending upon close of business on the 30th day of June 2021. Either party can terminate this agreement at any time with a 90-day written notice to the other party. GSCA shall pay NCG the monthly compensation through the last day of the month in which the 90-day period concludes. Should GSCA require additional operational support beyond this period, such time shall be billable by NCG at \$85 per hour.

COMPENSATION

As compensation for NCG’s services during the term of this agreement, GSCA shall pay a management fee as outlined in the table below. Each monthly installment is to be made on the first day of the month. First payment is due July 1, 2020. A total of 12 payments will be made during the Agreement period.

Term	Compensation
July 1, 2020 – June 30, 2021	\$88,032 (\$7,336/month)

Additionally, GSCA will reimburse on a monthly basis a flat rate of \$100 to offset office infrastructure expenses, including dedicated phone line, Internet and fax line.

The above-listed management fee assumes that membership increases no more than 15% annually and that the “Scope of Services” as outlined in Appendix A and as contracted by the parties and appearing herein is not substantially modified for the term of this Agreement. Should membership increase by more than 15% annually or should the “Scope of Services” be substantially modified at GSCA’s request, NCG shall have the right to adjust the management fee in recognition of the additional work required.

It is understood that GSCA and NCG will work together in good faith to finalize new agreement terms beyond the term of this Agreement at least 90 days prior to conclusion of this Agreement.

OPERATIONAL EXPENSES

Operational expenses are defined as those incurred by NCG in the performance of obligations under this Agreement that are directly attributable to a GSCA-specific activity. These shall be paid by GSCA to NCG. These expenses include, but are not limited to, copy expenses, binding supplies, paper for mass printings, postage, GSCA specific email addresses, mail house and printer expenses (where appropriate), other office supplies as requested/needed, event materials and printing, Web site related fees, QuickBooks Online Subscription fee, applicable travel expenses (NCG staff require individual rooming arrangements when traveling overnight for GSCA-related business) and mileage at current IRS business rate for NCG staff travel. Postage usage will be tracked through Stamps.com for reimbursement. Expenses will be reimbursed to NCG on a monthly basis and an itemized statement provided to GSCA.

Additional expenses subject to reimbursement include applicable travel expenses:

- Hotel, please note: NCG staff require individual rooming arrangements when traveling overnight for GSCA-related business;
- Flight (if relevant);
- Meals;
- Mileage at current IRS business rate;

Expenses will be reimbursed to NCG on a monthly basis and an itemized statement and back up documentation provided to AAAL.

GSCA will directly incur and pay from its own accounts all ancillary expenses relating to matters beyond GSCA association management. These include, but are not limited to, professional (legal, audit), graphic design, publications, printing, other professional service fees, merchant service/bank fees, event expenses and other budgeted project expenses.

NCG receives no commissions, rebates or credits for contracts or expenses made with an outside vendor on GSCA's behalf and billed to GSCA or party designated by GSCA without GSCA's written approval, unless otherwise specified within this Agreement. For the purpose of this Agreement, traveler loyalty program points and rewards associated with airlines, hotels, car rentals and similar firms are not considered commissions, rebates or credits.

FINANCIAL MANAGEMENT

NCG is not liable for any accuracy, reporting, documentation, or any other accounting/financial management that pre-dates receipt of master administrator rights to and removal of prior CPA/management from GSCA's QuickBooks Online account. NCG shall be indemnified against any and all claims related to financial management arising before said date.

NCG does not provide staff support in the event of an IRS audit as part of the Scope of Services herein. Should GSCA come under examination by the IRS, NCG's necessary support of GSCA through that process would be subject to additional compensation outside of the standard management fee at a rate of \$60 per hour billed based on actual time spent (tracking reports to be made available with invoice).

GRAPHICS

Graphic design services outside those outlined within "Scope of Management Services" in this Agreement can be provided and billed at \$85/hour. Any projects requiring such work would be mutually agreed to in writing in advance between NCG and GSCA. Art direction to graphic designer will be provided by NCG staff.

OWNERSHIP OF MATERIALS

All GSCA Materials shall remain the property of GSCA and will only be used by NCG hereunder for GSCA's benefit and the performance of this Agreement. Further, NCG irrevocably transfers and assigns all intellectual property rights to all Materials produced by NCG for the benefit of GSCA to GSCA. NCG will sign any required assignment or similar document to effectuate the same, where requested by GSCA. Materials include, but are not limited to, membership and prospect lists, sponsor lists, event registration lists, mailing lists, publications, copyrights, trademarks, electronic files, financial records, website content or similar items existing or acquired during the term of this Agreement.

GSCA and NCG agree that all business methods, procedures, hardware, systems, forms, software, licenses and computer programs used by NCG in providing GSCA services under the scope of this contract are the property of NCG and may be used by NCG at any time for any purposes it requires. This does not include procedures, systems or computer programs and software licenses that are purchased by GSCA or charged to GSCA; these items shall be considered Materials owned by GSCA in accordance with the preceding paragraph.

Upon termination of this Agreement, if no succeeding Agreement is executed, NCG will, as quickly as commercially reasonable, deliver to GSCA on request all materials, data, and information provided by, or created or developed by, or used for GSCA, regardless of any dispute between the parties. NCG shall retain GSCA's Materials, whether tangible or in electronic form, for a period of 90 days during which NCG shall use good faith efforts to return all Materials to GSCA's possession. After successful transfer of the Materials to GSCA, or in the event 90 days passes and no transfer to GSCA can be made, despite NCG's good faith efforts, then NCG shall destroy and/or delete all GSCA Materials and GSCA shall hold NCG harmless for the same.

CONFIDENTIALITY

NCG shall not, without prior written approval, use to its own advantage, or the advantage of any other person or corporation, confidential information gained from GSCA. NCG expressly agrees not to disclose, remove, sell, give away or release any confidential information or contract information at any time during this Agreement, except as shall be reasonably required by NCG for its performance of this Agreement or for GSCA's benefit.

GSCA agrees that it will treat information provided by NCG as confidential and will not, without prior written approval, use or disclose in any manner, any confidential information or trade secrets during or after the term of this Agreement. This provision shall apply to all records, proposals, contracts, files, reports and documents relating to the business of NCG.

INSURANCE

NCG will maintain, at its own expense, adequate and appropriate Commercial General Liability, Professional Liability and Crime insurance during the term of this Agreement. GSCA shall maintain adequate general liability and directors and officers insurance coverage during the term of this Agreement.

INDEMNIFICATION

GSCA shall indemnify, save and hold harmless NCG from and against any and all claims, actions, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever, which may arise by reason of acts, errors, omissions, negligence or intentional conduct of GSCA related to or arising out of the performance of services under this Agreement or

the inaccuracy or breach of any of the covenants, representations or warranties made in this Agreement. This indemnity shall require the payment of costs and expenses as they occur. NCG shall promptly notify GSCA upon receipt of any claim or legal action. The provisions of this section shall survive any termination or expiration of this Agreement.

ASSOCIATION MANAGEMENT SOFTWARE (AMS) AND ONLINE REGISTRATION

Services outlined below under “Scope of Services” are based on the continued use of NCG’s recommended software provider as the association’s association management software solution (database, online registration system, merchant services processing, etc.). It is agreed that GSCA is going to encourage the use of online (electronic) registrations, applications and renewals whenever possible with its members.

Novi and YourMembership.com are NCG’s recommended association management software providers. ProposalSpace and Confex are NCG’s recommended proposal system providers. NCG incurs responsibility for ensuring staff training on these software platforms.

If GSCA chooses to change to a different platform or service than currently in use, transition fees will apply. If GSCA chooses a different platform or service other than those noted above, GSCA agrees to provide training for at least two members of their NCG team at no expense to NCG (i.e. GSCA will cover any training fees, travel expenses, etc.) and will incur an additional expense for staff time spent on transition.

Email addresses used for GSCA will bear GSCA domain vs. NCG corporate email addresses (ex: natalie@gaschoolcounselor.org vs. natalie@nardoneconsulting.com).

COOPERATION

NCG agrees to use best efforts in performing all the terms, conditions and responsibilities imposed upon it under this Agreement and further agrees to cooperate in good faith with GSCA in the furtherance of GSCA’s goals as a non-profit association.

ACCESSIBILITY

NCG agrees that communications will be reasonably monitored during business hours (9:00 am – 4:00 pm Eastern Monday – Friday) and any messages returned within a 24-hour window, except on weekends or in times of vacation, holidays, severe weather, or other times when prior arrangements have been made between GSCA and NCG.

GSCA headquarters will observe the following holidays:

- New Years Day
- MLK Jr. Day
- President’s Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day and Following Friday
- December 24 through December 31

In the case when one of the above-referenced holidays fall during a weekend, in general the following occurs: If the holiday falls on a Saturday, the preceding Friday is taken off, and if the holiday falls on a Sunday, the following Monday is taken off.

RELATIONSHIP OF PARTIES

It is understood and agreed that NCG is an independent contractor and not an employee, agent, joint venturer or partner of GSCA, unless specifically agreed upon by GSCA and NCG in writing. Neither party shall have any right, power or authority to make any representation to any third party or to assume or create any obligation, whether express or implied, on behalf of the other, or to limit the other party in any manner whatsoever.

ASSIGNMENT

Neither party shall assign its rights hereunder to any person or entity without the prior written consent of the other party. The rights and obligations set forth in this Agreement are binding upon and shall inure to the benefit of the successors and permitted assigns of the parties.

SEVERABILITY

If any provision of this Agreement is held by any court or tribunal of competent jurisdiction to be invalid, void or unenforceable for whatever reason, the remaining provisions shall nevertheless continue in full force and effect without being impaired in any manner whatsoever.

WAIVER OF BREACH

Any waiver by either party of compliance with any provision of this Agreement by the other party shall not operate or be construed as a waiver by any other provision of this Agreement, or any subsequent breach by such party of a provision of this Agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia without respect to its conflict of law provisions. If either party brings against the other party any proceeding arising out of this agreement, that party may bring that proceeding only in the state of Georgia, and each party hereby submits to exclusive Georgia jurisdiction.

MEDIATION & ARBITRATION

In the event of any dispute under this Agreement, the dissatisfied party will immediately notify the other party of the matter; the two parties will in turn strive to promptly resolve the dispute. If a mutually acceptable solution is not attained within a reasonable period, the matter shall be resolved through mediation in accordance with the rules of the American Arbitration Association. If a mutually acceptable solution is not attained through mediation, the matter shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. If funds are in dispute, no more than the actual disputed amount may be frozen or withheld during resolution period.

NO CONFLICT

NCG represents that the signing and performance of services under this Agreement will not violate or result in a default under any obligation or agreement to which NCG is a party.

INTEGRATION

This Agreement constitutes the entire agreement between the parties. Any and all previous and contemporaneous agreements, discussions and/or negotiations regarding the subject matter of the Agreement are either contained herein or are hereby superseded.

CAPTIONS

All section headings or captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, amply or extend the scope of intent of the Agreement of any provision hereof.

LOCATION

NCG retains the right to change mailing address or office location in its sole discretion.

NOTICES

All notices permitted or required hereunder shall be in writing, shall be given by certified or registered mail (postage prepaid), by fax or by email and shall be sent to the other party at the addresses as listed or at such other addresses as a party may specify in writing. It is specifically agreed that the same is binding upon signing and faxing or scanning attachment to email and a faxed or scanned copy (PDF) shall suffice as proof. The GSCA address shall be that of the current President, with a copy to the current President-Elect. NCG will be notified in writing ten (10) days in advance of any new contact information taking effect. All notices shall be effective ten (10) days after mailing post.

All notices sent by certified or registered mail (postage prepaid) shall be effective ten (10) days after mailing post.

All notices sent by fax or by email must be acknowledged by the recipient within three (3) days of receipt. Notices shall be effective ten (10) days after acknowledgment of receipt.

Nardone Consulting Group, Inc.

ATTN: Natalie Nardone, CAE, CMP
1827 Powers Ferry Road
Building 14, Suite 100
Atlanta, GA 30339
natalie@nardoneconsulting.com

Georgia School Counselor Association, Inc.

ATTN: Maria Grovner
maria@gaschoolcounselor.org

ATTN: Jennifer Jones
jennifer@gaschoolcounselor.org

AMENDMENT

This agreement may be amended only in writing, signed by both parties.

FAX/EMAIL COPIES

It is anticipated and specifically agreed that this contract could be signed and forwarded between parties by fax or email. It is specifically agreed that the same is binding upon signing and faxing or scanned attachment to email and a faxed or scanned copy (PDF) shall suffice as proof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the first above written.
Georgia School Counselor Association, Inc. (GSCA)

Maria Grovner, 2019-20 President

Date: _____

Nardone Consulting Group, Inc. (NCG)

Natalie Nardone, CAE, CMP, President

Date: _____

APPENDIX A

GENERAL ASSUMPTIONS

- NCG is dedicated to providing a safe and respectful workplace for our employees. We are also committed to communicating with you in a respectful, professional, and civil manner. Similarly, we ask you to extend the same courtesy to our staff. We expect that all individuals communicating with our staff will refrain from using abusive or aggressive language and/or behavior.
- GSCA Executive Board is responsible for setting policy and strategic direction. NCG will assist and provide input as requested or appropriate from a best practices perspective.
- NCG will execute services contained in this document at the direction of the Executive Board and GSCA's strategic plan.
- NCG assigns an individual team member to serve as Managing Director and be responsible for working with GSCA Executive Board to facilitate strategic planning for the association. She/he also oversees and manages the association's staff at NCG to provide support services including communications, database management, membership operations, financial management and meeting/event planning and execution as outlined in this Agreement.
- Any performance successes or challenges with NCG's staff will be shared directly with NCG's President as soon as they occur. NCG's President will address concerns. Concerns and results will be noted in writing (email is acceptable).
- GSCA's Executive Board and NCG will work in a collaborative manner to positively advance the Association, enhance members' experiences and maximize member benefits.
- Consideration will be given to NCG regarding compensation if membership increases more than 15% annually.
- NCG will submit following year's proposed management contract to GSCA Executive Board 30 days prior to the Spring Executive Board meeting.

SCOPE OF MANAGEMENT SERVICES

Within the management fee, NCG shall provide GSCA with management services listed below, and other services that may be agreed upon mutually from time to time in writing by GSCA and NCG.

LEADERSHIP, STRATEGY AND GOVERNANCE

Strategy Support & Best Practices

- NCG will provide strategic guidance on 2017-18 Working Plan to the current leadership
- Management of strategy tracking dashboard
- Assist in identifying strategic priorities from existing strategic plan, provide input to implementation plans and provide oversight of implementation of strategic objectives. Direct implementation not covered below may require additional investment
- Provide general strategic input, as appropriate
- Advise and recommend to leadership policies and best practice suggestions in areas of the Association including, but not limited to, operations, governance, membership, communications, programs, finances, policies and leadership skills

Leadership Support and Governance

Executive Board

- Attend meetings and/or conference calls of Executive Board and Membership Assembly
- Assist President in selecting sites and arrangement of logistics for the Executive Board Meetings
- Prepare the agenda (for President review and approval) and supporting documents and/or reports for Executive Board meetings, filing in a Board-accessible document repository
- Provide quarterly updates of association management activities to Executive Board verbally or in writing at Executive Board meetings, if requested

Leadership Team

- Correspond and provide administrative support of Committee Chairs and Membership Section Liaisons (does not include attendance at region or other meetings)
- Regularly check in with Leadership Team members to assure association strategic initiatives are being implemented. Support for strategic initiatives may incur additional fee if not otherwise included in the Scope of Services.
- Prepare electronic Leadership Team Directory
- Prepare online form for incoming leadership team to complete (to collect all contact information for President-Elect)
- Annual GSCA orientation for Leadership

Governance

- Annual Bylaws and Organizational Handbook review, including recommending revisions based on need and best practices
- Maintain an up-to-date electronic copy of the *GSCA Organizational Handbook* at direction of leadership team
- Monitor activities for compliance with governing documents and alert appropriate leaders to violations, as needed

GENERAL OPERATIONS

Communications

- NCG oversees functionality of Web site and serves as liaison to service provider
- Maintain master calendar of events relevant to GSCA on Web site
- NCG serves as GSCA's Web master, executing all Web site requests/changes from appropriate leaders. (Note: Some graphics or involved changes may require work to be done by AMS and therefore would be billed to GSCA. These items would be approved in writing by the appropriate GSCA leader prior to commencing on project/changes)
- Maintain annual communications plan and draft and send all blast email communications for GSCA
- Send out Advocacy communications/updates to members as needed/requested
- Create and release applicable member and external (if contact information is in GSCA's database) recruitment and retention messaging
- Draft press release announcing GSCA award winners, GSCA ASCA Finalists and/or GSCA ASCA winners. Post to GSCA web site
- Domain name and organizational email address management

- **Advertising**
 - Management of external Counselor Connection and web site advertising company (MultiView); monitoring of performance
- **Beacon**
 - Collect print quotes for Executive Board's approval for printing
 - Production & Content guidelines
 - Manage advertising in the Beacon (Note: NCG does not solicit or actively sell advertising)
 - Review proofs
 - Mailing list compilation
 - Posting of Beacon to web site and emailing PDF to all members

Membership

- Monitor membership joins and renewals through AMS
- NCG to review and update membership recruitment/retention plan, including ongoing review and oversight of member benefits; execution of new benefits as outlined in annual plan may or may not require an additional investment
- Process accounts payable and receivable in accordance to current GSCA Financial Policies
- Maintain member database (electronic; exportable to MS Excel)
- Manage requests for mailing labels according to policies and procedures
- Assist the Nominations and Elections Committee with the elections process (setting up online registration, verifying membership status, electronic distribution, managing process and forwarding results to appropriate leaders)
- Manage Legacy Scholarship application and selection process; notifications of eligibility to select Emeliza and PROBE (as applicable) scholarship recipients to appropriate parties; administer scholarships

Financial Services

- Draft an annual budget that supports effective implementation of the strategic and operational plans for Finance Committee review, revision (as applicable), and Executive Board approval.
- Monthly reports to Treasurer by 20th of each month*, including:
 - Profit & Loss Budget vs. Actual
 - Balance Sheet
 - Accounts Receivable

*Note: reports may be provided after the 20th of the month in times of high transaction volume or delays in receiving invoices (i.e. around the annual conference), year-end reconciliations, or as otherwise disclosed with the Treasurer in advance
- Manage day-to-day finances, including accounts receivable, accounts payable, income and expenses.
- Process, record and deposit payments received from dues, conference registrations, fundraising/sponsorship, investments, donations, etc. Checks will be deposited a minimum of once weekly
Review and process all received expense vouchers, billing invoices, check requests, amounts receivable, refunds, etc. as outlined in Financial Policies
- Request approvals from Treasurer for vouchers if required (such as if voucher exceeds budget, etc.)

- Maintain financial records in QuickBooks (QB) or QuickBooks Online (QBO)
- Track and document credit card transactions (merchant fees responsibility of GSCA)
- Provide Treasurer with online, view only access to bank and investment statements, if requested
- Arrange for bank account signing privileges for appropriate GSCA volunteers. Natalie Nardone serves as signatory on bank accounts
- Supply materials necessary for tax prep and annual review to outside CPA firm (note: it is understood that beginning with FY20 GSCA will be using ASCA's recommended firm for tax prep and annual review)
- Assist Treasurer, as needed, in compiling *Treasurer's Report* for appropriate meetings (NCG to forward these reports at least five business days in advance of meeting if possible)
- Coordinate legal requirements relative to 501 (c) 3 corporation status, including appropriate state and federal filings, with GSCA accountant/attorney
- Coordinate with financial advisor, if applicable. Note: investment decisions to be made by GSCA; no investment advice is made by staff
- Assist outside accountant with completion of Section 501(h) election form (if applicable, during years with paid lobbyist)
- Work with outside accountant to determine dues deductibility for members and ensure appropriate disclosures

Administrative Support

- Serve as overall association headquarters (phone, mailing address, fax, voicemail and monitor email addresses for executive office)
- Maintain an electronic archive of records, including meeting minutes, bylaws, financial records, mailing lists, membership materials and other related items
- Review all RFPs prior to distribution and contracts prior to signature and provide industry best practices and risk mitigation suggestions (note: not legal advice)
- Provide appropriate staffing to manage the day-to-day administrative operations
- Route requests for information to appropriate volunteers and leaders within one business day
- Process email, mail, deposits, billing and other correspondence
- Maintain copies of appropriate legal documents as per the Organizational Handbook's outlined policies for document destruction and retention
- Act in professional manner as a GSCA representative
- Review GSCA's applicable insurance renewal notice, inclusive of Directors & Officers liability insurance and Commercial General Liability insurance with coverage's agreed to mutually, and facilitate insurance discussions with broker. Actual cost of insurance is the responsibility of GSCA.

EDUCATION AND NETWORKING

The Counselor Connection

- Management of Counselor Connection distribution (twice monthly)
- Content curation/compilation
- Performance monitoring

ASCA Magazine

- Content solicitation and management (at ASCA's direction)
- Mailing list compilation
- Posting of magazine to web site

CKES

- Draft trainer and district/RESA agreements
- Complete 1099s (as applicable)
- Invoice districts/RESAs and follow up on collections

2020 Annual Conference

Note: Event services noted below apply to 2020 conference. Any 2021 conference planning activities will be performed as outlined in timeline of Conference Planning sheet in SmartSheet. Link will be provided to GSCA so they can view status and timeline.

Registration:

- Set up online registration form and merchant services processing
- Monitor conference registrations through online registration system
- Maintain updated registration lists for all conference functions and provide to conference chairs as requested
- Prepare all badges and registration area signs
- Prepare tickets for additional-fee conference functions, if applicable
- Draft continuing education credit tracking form, distribute with registration materials, collect, distribute to attendee, and maintain digital record
- Maintain onsite registration desk with up to four (4) NCG staff members. One NCG staff member will stay until the end of the event. Note: determination as to whether to bring three (3) or four (4) staff will be made in conjunction with the President and Conference Chair by one month prior to the first day of conference based on registration pick-up
- Process registration changes, cancellations and payments
- Attend post-con session following conclusion of conference if requested by President or Conference Chair(s)
- Maintain adequate conference files for future reference
- Provide quantity, order and design (if applicable) totes and lanyards
- Post event functions such as attendance tracking and reporting, evaluation distribution and recap of results, reconciliation, etc.
- Draft and distribute overall event evaluation

Exhibit Hall:

- Exhibitor prospectus drafting/finalization
- Online registration
- Hall diagram
- Booth assignments
- General exhibitor correspondence

- Onsite check-in/management (note: Conference Team may be enlisted to assist, as needed)
- 15 hours to soliciting exhibitors (sponsors will be solicited through sponsorship agreement in management contract on commission basis). Efforts will be documented and shared with Conference Chair(s) upon request

Speaker & Proposal Management:

- Negotiate, draft and execute contracts/letters of agreement for keynote and pre-conference speakers after secured by the President
- Program proposal management system to accept proposals
- Set up review groups to review online in proposal management system
- Create scheduling grid in proposal management system (note: Content Chair does the scheduling)
- Provide initial training session and answer reasonable questions from volunteer Content Chair (estimated five-hour staff time commitment overall; 2020 training will be recorded via Zoom to review, update and share with future Content Chairs)
- Provide technical support to submitters as requested
- Once successful proposals selected by Content Vice Chair, NCG to distribute (email) acceptance and rejection letters
- Process cancellations/changes
- Content Vice Chair sends reminders to selected Presenters to register by the deadline (staff can provide language and link)
- Monitor AV needs for keynotes and pre-conference sessions, order with hotel as appropriate (ensuring alignment with budget and maximizing dollars)

Hotel/Convention Center:

- Food and beverage selections and banquet event order drafting/finalization for Executive Board, Leadership Team, Past Presidents Dinners and Awards Reception
- Monitor expenses and ensure alignment with budget
- Liaise with PROBE to and oversee execution of PROBE party as applicable
- Manage hotel room block
- A/V selection and management based on Association/speaker needs and budget

Publications:

- Produce production & content timeline, including delineation of responsible parties for content and all deadlines
- Conference Program content related to registration or venue
- Receive content from conference team, compile for submission to printer (note: conference team to do content management)
- Conference Program art direction to graphic designer/printer and oversee printing/shipping with vendor

Staffing:

- Schedule and attend Committee meetings/calls no more than once weekly (outside of two weeks prior to conference (volume of meetings at discretion of Conference Chair and assigned event planner on NCG staff). When possible, calls will be scheduled between 9am and 5pm whenever possible. Staff will do their best to accommodate before or after hour calls.
- Onsite event management (event planner onsite)

App Management

- Secure vendor
- Work with vendor for advance app set up, including providing all content and speaker/session information as exported from proposal system

- Process changes in sessions
- Program daily announcements on-site

Miscellaneous:

- Event signage (project needs, design, order)
- Produce and execute PowerPoint presentation and show production for Opening and Closing session
- Examine and analyze event evaluation results; provide ROI analysis and recommendations as applicable
- Assist Conference Committee with agenda drafting and finalization
- Strategic and logistical suggestions to Conference Committee for consideration
- Overall conference budget management

Leadership Development Institute (LDI) Event Management

- Serve as ex officio member of planning committee
- Venue negotiation and contract (venue to be selected by President Elect and Conference Team)
- Consult on Agenda drafting (Committee collaboration)
- Identify and liaison with facilitator (if applicable)
- Overall budget management
- Installation Dinner venue contract (selection at direction of Committee)
- Evaluation drafting and execution
- Post event reporting and analysis

OTHER

Sponsorship

- Draft sponsorship packages for leadership's review
 - Solicit and sell cash sponsorship (not in-kind) on GSCA's behalf from prospective sponsors, commissionable at the following percentages of gross sales and are not included in the monthly compensation outlined above. Commission monies will be paid to NCG within 30 days of sponsorship monies being received. Commission rates are as follows:
 - 20% commission for sponsors who did not participate in the previous conference (new sale)
 - 18% commission for upgrades (i.e. a higher sponsorship package, or a conversion from exhibitor to sponsor)
 - 15% commission for repeat sponsors participating at the same financial level as the previous conference
 - 10% commission for "fulfillment only" sponsors whereby the sale is completed by the Conference Chair, President, or other party.
 - Note: for the purposes of this agreement "negotiation" is commissionable and precedes submission of the online sponsorship commitment form (inclusive of payment). The "fulfillment only" commission is only available for those sponsors for whom NCG staff does not correspond at all prior to commitment as sponsor in the form of submission of online form and payment.
 - NCG may refrain from contacting a particular organization at the written request (includes email) from Conference Chair(s) and/or President
 - Track sponsorship fulfillment
 - Follow up on pending sponsorship receivables
- Note: Sponsorship currently only solicited for the annual conference. Sponsorships*

for LDI and/or annual agreements may be done at the direction of the President

Site Selection

- Manage site selection for future conferences as requested by GSCA, having begun with 2014's conference. Commission from these efforts would be paid directly to NCG by the hotel (no expense to GSCA) and will be in addition to management fees outlined in this agreement. The conference hotel will agree in advance that guest room rates would not be increased for GSCA in the contract because of the commission paid to NCG. Should NCG no longer be GSCA's association management firm at time conferences NCG negotiates contracts for are held, the hotel will still pay NCG commission as outlined in applicable conference contract(s).