

ASSOCIATION OF FLORIDA COLLEGES
Contract for Professional Services

Gary Sligh
Conference Program Management

THIS AGREEMENT is made July 1, 2017 by and between the ASSOCIATION OF FLORIDA COLLEGES, INC., a nonprofit 501(c)(6) corporation duly organized and existing under and by virtue of the laws of the State of Florida, which has its principal place of business at ~~113 East College Avenue, Tallahassee, Florida 32301,~~ and Gary Sligh., whose address of record is 267 East Lady Lake Blvd., Lady Lake, FL 32159 and who hereinafter is referred to as the "Consultant."

WITNESSETH, the Association of Florida Colleges, Inc., hereinafter called the "AFC," is a professional association with membership including the 28 Florida public colleges, and their trustees, employees, retirees, and associates; and

THE Consultant has certain knowledge, skills, and abilities in regard to conference program management for the AFC International Conference on College Teaching and Learning which can assist the AFC; and

THE AFC and the Consultant mutually wish to enter into a contract for services and to provide for certain contingencies:

THEREFORE, in consideration of the mutual promises of the parties and the mutual benefits they will gain by the performance thereof, all in accordance with the Bylaws of AFC, the Laws of the State of Florida, and with the provisions hereinafter set forth, the AFC and the Consultant agrees as follows:

- The Consultant shall use his expertise to perform those services listed below under Scope of Services in a timely and professional manner.
- The fee paid by the AFC to the Consultant for conference program management services delineated in this Agreement shall be \$833.33 per month.
- The term of this Agreement shall be from July 1, 2017 until June 30, 2018.

Scope of Services

At the direction of the AFC Chief Executive Officer or designee, and under the terms of this agreement, the Consultant will:

- Manage all aspects for the conference educational program for the AFC International Conference on College Teaching and Learning on April 2-6, 2018.
- Coordinate meetings of the conference planning committee with AFC staff.
- Prepare a Call for Papers/Presenters to be distributed by the AFC staff.


- Develop a checklist to be included in each paper/presenter submission.
- Manage paper/presenter selection by a selection committee.
- Notify presenters/papers selected.
- Coordinate planning and selection of no more than two pre-conference workshops.
- Assist with selection of Keynote Speakers as needed.
- Coordinate conference evaluation with AFC staff.
- Submit monthly activity reports with each payment invoice request.
- Perform other related tasks as needed and requested by the AFC Chief Executive Officer or designee.

It is Further Agreed, that:

1. Status: The Consultant is an independent contractor with respect to the AFC, and its employees, agents and representatives will not hold themselves out as employees of the AFC.
2. Obligations: As an independent contractor, the Consultant agrees that the AFC is not obligated, responsible or liable for payments of unemployment compensation, worker's compensation, social security, or any type of insurance or benefit in regard to the Consultant or the Consultant's officers, employees, volunteers, relatives, friends, etc.
3. Termination: This agreement may be terminated by either party with 30 days written notice. In that event, the AFC shall only be responsible for payment for hours expended by consultant up to the date of cancellation.
4. Chain of Command: The Consultant shall receive direction from and report to only the AFC Executive Director and CEO, or designee.
5. Invoicing: The Consultant will provide the AFC an invoice for payment monthly with an activities summary.
6. Expenses: Costs directly attributable to the performance of this work may be billed in addition to the monthly retainer. These costs may include travel and other expenses incurred by the Consultant on the AFC's behalf. Any expenses that exceed \$500 shall be approved in advance by the Executive Director or designee.
7. Permissions: The AFC represents to Consultant and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Consultant for inclusion in any shape or form related the AFC International Conference on College Teaching and Learning are owned by the AFC, and that the AFC has permission from the rightful owner to use each of these elements.

8. Intellectual Property: It is agreed that the AFC exclusively owns all aspects of the AFC International Conference on College Teaching and Learning as intellectual property. The AFC retains all current and future copyrights and trademark rights, including but not limited to images, text, print material, data, database format, web site content, web site format and appearance, and other assembled work by the Consultant that is or may be contained or utilized in conjunction with the AFC International Conference on College Teaching and Learning.
9. Conflict of Interest: The Consultant affirms that it does not presently represent any clients whose interests are in conflict with the AFC. The Consultant also agrees not to represent other clients when that representation would create a conflict with the AFC International Conference on College Teaching and Learning or related interests of the AFC.
10. Confidentiality: In order to ensure the candor and trust in the relationship that forms the basis of effective consulting Gary Sligh and his employees, agents, and representatives shall keep confidential all programmatic and technical information about the AFC's business interests and strategies, and the AFC International Conference on College Teaching and Learning.
11. Amendments: This Agreement constitutes the entire agreement between the AFC and the Consultant, and this Agreement shall not be amended nor modified without specific written provision to that effect, signed by both parties. No oral statement of any person shall, in any manner or form, modify or otherwise affect the terms and provisions of this Agreement.
12. Binding Law: This Agreement for Services shall be binding upon the parties hereto and contains the entire agreement of the parties. It shall be governed by the laws of the State of Florida as they pertain to nonprofit organizations, and by the Bylaws of the AFC. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall continue to be valid and enforceable. Furthermore, 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.

For the Association of Florida Colleges



Michael Brawer,
Chief Executive Officer

6/28/17

Date

For Gary Sligh

Gary Sligh
Gary Sligh

6/28/17
Date

Witness

Date