

## CONSULTING AGREEMENT

This Agreement, dated June 4, 2007, is between Bart Astor ("*CONSULTANT*") and the National Association of State Student Grand and Aid Programs — NASSGAP ("*ASSOCIATION*").

### RECITALS

A *CONSULTANT* has expertise in general advocacy and the needs of the state-sponsored student grant and aid programs.

B *ASSOCIATION* desires to retain *CONSULTANT* to render consulting and advisory services for *ASSOCIATION* on the terms and conditions set forth in this Agreement and *CONSULTANT* desires to be retained by *ASSOCIATION* on such terms and conditions

**NOW, THEREFORE, *ASSOCIATION* and *CONSULTANT* agree as follows:**

**1. Retention of Consultant; Services to be Performed** *ASSOCIATION* hereby retains *CONSULTANT* for the term of this Agreement to perform general consulting services relating to the representation of NASSGAP, with the title of Director of NASSGAP's Washington, DC office. In rendering services hereunder, *CONSULTANT* shall be acting as an independent contractor and not as an employee or agent of *ASSOCIATION*. As an independent contractor, neither *CONSULTANT* nor *ASSOCIATION* shall have any authority, express or implied, to commit or obligate the other in any manner whatsoever, except as specifically authorized from time to time in writing by an authorized representative of *CONSULTANT* or *ASSOCIATION*, as the case may be, which authorization may be general or specific. Nothing contained in this Agreement shall be construed or applied to create a partnership. *CONSULTANT* shall be responsible for the payment of all federal, state or local taxes payable with respect to all amounts paid to *CONSULTANT* under this Agreement; *provided, however*, that if *ASSOCIATION* is determined to be liable for collection and/or remittance of any such taxes, *CONSULTANT* shall immediately reimburse *ASSOCIATION* for all such payments made by *CLIENT*.

**2. Compensation for Consulting Services** For Services hereunder, *ASSOCIATION* shall pay to *CONSULTANT* a fee of \$85.00 per hour not to exceed 40 hours in any month, unless approved by the President or Federal Relations Committee Chair, and not to exceed 412 hours for the term of the contract. *ASSOCIATION* shall also pay for any reasonable expenses incurred, not to exceed \$2,000 for the term of the contract. Expense allocation shall be used for supplies, travel to NASSGAP conferences, and non-NASSGAP educational/financial aid association professional conferences and meetings determined necessary by the NASSGAP Executive Board. Prior written approval from either the President or Federal Relations Committee Chair must be obtained for expenses over \$200.

**3. Billing** *CONSULTANT* shall submit a monthly invoice to *ASSOCIATION* President and Federal Relations Chair, itemizing the nature of the activity being charged and the time spent on the activity, along with a summary of activities for that period. *ASSOCIATION* shall remit payment within thirty (30) days of receipt of invoice.

**4. Confidential Information** Confidential information of any nature that either party acquires regarding any aspect of the other party's business shall be treated in strict confidence. Information so obtained shall not be divulged, furnished or made accessible to third parties without the written permission of the other party to this Agreement. Both parties retain the right to do business with third parties in matters that may be competitive with the interests of the other party to this Agreement. However, the confidentiality constraints above shall be binding and have precedence over these business matters. Upon termination of this Agreement, the terms of this paragraph shall remain in effect for 7 years.

### **5. Term and Termination**

(a) Unless terminated at an earlier date in accordance with Section 5(b), this Agreement shall commence on July 1, 2007 and shall continue until June 30, 2008. This Agreement can be renewed for additional terms agreeable to the parties, unless terminated at an earlier date in accordance with Section 5(b).

(b) This Agreement shall be terminated for no cause when either party gives at least 30 days written notice to the other party of the intent to terminate this Agreement. *CONSULTANT* shall be entitled to receive from

ASSOCIATION all approved fees and expenses incurred up to the date of termination in accordance with the billing procedures set forth in Section 3

**6. Disputes** Any action based on this Agreement, including disagreement, disputes regarding the terms and conditions, alleged breaches of contract, and remedies under contract, shall be governed by the laws of the Virginia. If a dispute arises from or relates to this contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration. Any unresolved controversy or claim arising from or relating to this contract or breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If the parties agree, a mediator involved in the parties' mediation may be asked to serve as the arbitrator.

**7. Consultant Activities.** The *CONSULTANT* will assist the *ASSOCIATION* through the following types of activities:

- a) Attend regular education association and U S Department of Education (ED) meetings in Washington, D C and elsewhere where student aid policy and funding are discussed, to represent NASSGAP, describe NASSGAP member programs and related federal partnership programs, and distribute information to a wide range of audiences
- b) Meet with, or arrange for NASSGAP officers and members to meet with key association and/or Hill staff to share information on how state grant and scholarship programs and related federal partnership programs work to increase college access ;
- c) Attend key Congressional hearings dealing with NASSGAP's priority student aid issues;
- d) Analyze federal legislative and regulatory proposals, bills and final text, highlighting areas affecting NASSGAP members and their students, and suggest amendment and/or regulatory language to improve the effectiveness of the proposals based on NASSGAP member administrative and research experience;
- e) Coordinate NASSGAP input on student aid issues from the Executive Committee, Federal Relations Committee and members, by collecting and synthesizing the input into coordinated information presentations, as approved by the NASSGAP President and Federal Relations Committee Chair.
- f) Provide to the NASSGAP President and Federal Relations Committee Chair regular reports on at least a monthly basis, on activities pertinent to NASSGAP including any activities conducted by the consultant and including a plan for consultant activities for the future
- g) Draft letters for signature by the NASSGAP President, developed in conjunction with the Federal Relations Committee chair and reviewed by the Executive Committee, and approved by the President
- h) Draft Reauthorization, budget, and/or regulations research/information/position papers for review and approval by the NASSGAP Federal Relations Committee and the Executive Committee
- i) Serve as a contact liaison with press and other interested parties regarding NASSGAP programs and information, annual survey data, and forms design
- j) Assist NASSGAP members in organizing and running annual conferences
- k) Share information on NASSGAP member programs and related federal partnership programs with key associations and organizations, members of Congress and their staffs, and members of the Executive branch
- l) Inform membership of relevant issues on a regular basis, as reviewed and approved by the President or Federal Relations Committee Chair, and request member input and action as appropriate to support activities of NASSGAP and affiliated organizations such as the Student Aid Alliance and the Committee for Education Funding
- m) Other activities as directed by the NASSGAP President and the Federal Relations Committee Chair


#### **8. Miscellaneous**

- (a) **Entire Agreement** This Agreement (including the exhibits, schedules and other documents referred therein) constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, oral or written, between the parties with respect to the subject matter hereof.
- (b) **Severability** If any provision of this Agreement is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. Such invalid or unenforceable provision shall be deemed modified to the extent necessary to render it valid and

enforceable, and if no modification shall render it valid and enforceable, this Agreement shall be construed as if not containing such provision and the rights and obligations of the parties shall be construed and enforced accordingly

- (c) Amendment, Waiver, Modification or Termination No amendment, waiver or termination or modification of this Agreement shall be binding unless it is in writing and signed by both *CONSULTANT* and *ASSOCIATION* and dated subsequent to the date hereof Performance of work by *CONSULTANT* and/or acceptance of payment by *CONSULTANT* for work performed and/or work to be performed for *ASSOCIATION* beyond the scope of this Agreement does not constitute acceptance by *CONSULTANT* of amendments or modifications to this Agreement nor shall they be binding
- (d) Assignment This Agreement and the rights and obligations of the parties hereunder shall not be assignable by either party without prior written consent of the other party
- (e) Successors and Assigns This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and, to the extent permitted by subsection (d), successors and assigns of the parties hereto

**IN WITNESS WHEREOF, ASSOCIATION and CONSULTANT have executed this Agreement as of the date set forth in the first paragraph.**

*CONSULTANT, Bart Astor*  
  
\_\_\_\_\_  
Bart Astor

*6/9/07*  
\_\_\_\_\_  
Date

*ASSOCIATION, National Association of State Student Grant and Aid Programs (NASSGAP)*

*Mary Ann Welch*  
\_\_\_\_\_  
*Mary Ann Welch, President*

*06/07/07*  
\_\_\_\_\_  
Date