

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into this 8th day of December, 2023 (“Agreement Date”) by and between American Paradigm Schools, a nonprofit corporation, located at 8101 Castor Avenue, Philadelphia PA 19152 (hereinafter referred to as “APS”) and Northwood Academy Charter School (“NACS”), a Pennsylvania nonprofit corporation located at 4621 Castor Avenue Philadelphia, PA 19124 (individually “Party” and collectively “Parties”).

1. Term.

a. The term of this Agreement shall be effective on the Agreement Date and, unless terminated earlier pursuant to Section 1(b), shall terminate on June 30, 2024..

b. Termination for Convenience. Subject to Section 1(c), either Party may terminate this Agreement upon thirty (30) days written notice. Upon notice of termination by either Party, APS shall cooperate in good faith with NACS to ensure that termination of the Agreement pursuant to this Section 1(b) shall not materially interfere with the orderly operations of NACS’s educational program.

2. Services.

a. Scope of Services. APS shall provide NACS with the comprehensive and detailed services attached hereto as Exhibit “A” and incorporated into this Agreement (“Services”).

3. General Conditions of the Services.

a. Standard of Performance. In carrying out the Services, APS shall exercise diligence and competence and shall cooperate with NACS and all other persons contracting with NACS whose work affects APS’s Services.

b. Compliance with Applicable Law. APS shall comply with all Applicable Law in connection with this Agreement.

c. APS Staff. APS shall assign sufficient and qualified staff to perform the Services under this Agreement. APS shall reassign from any Services any employee within seven (7) days if NACS, in its sole discretion, notifies APS in writing that, in the opinion of NACS, the employee is incompetent or incapable of carrying out any part of the Services assigned to such person.

d. Delegation of Authority to APS. NACS hereby authorizes APS to undertake the functions specified in this Agreement, it being understood that, at all times, APS remains accountable and subject to the oversight of NACS.

4. Background Checks. In accordance with 24 P.S. § 1-111, as amended, and 23 Pa. C.S.A. §§ 6354-6358, as amended, for any APS staff whose performance of Services may foreseeably result in direct contact with NACS students, APS shall submit to NACS the originals of a current (*i.e.*, processed by the Commonwealth of Pennsylvania within one (1) year prior to such individual’s provision of Services) Pennsylvania and FBI criminal history record information reports and child abuse history official clearance statement.

5. Compensation, Invoices.

a. Compensation. In consideration for the Services provided by APS to NACS hereunder, NACS shall pay APS a consulting fee (the “Consulting Fee”) in accordance with Exhibit “A”

b. **Invoicing.** For amounts properly due under this Agreement, APS shall submit invoices to NACS's agent and designated contact person:

Attention: Michael McLeish
Northwood Academy Charter School
4621 Castor Avenue
Philadelphia, PA 19124

Subject to the conditions for payment set forth herein, NACS, through its agent, shall pay APS within thirty (30) days of the agent's receipt of an invoice. For any fees or reimbursements beyond the Consulting Fee, invoices shall include a detailed, itemized statement of all charges for which payment is sought. If NACS, through its agent, contests any invoice or portion thereof, the contested part of the invoice shall not be due until the dispute has been resolved.

6. Independent Contractor. NACS has engaged APS as an independent contractor to carry out the Services, and neither APS nor any of APS's agents, employees or subcontractors shall in any way or for any purpose whatsoever be deemed an agent or employee of NACS. Neither APS nor any of its agents, employees or subcontractors constitute employees of NACS, and these persons shall have no right to receive any NACS employee benefits, or any other privileges available to NACS employees. Neither APS nor its agents, employees or subcontractors shall represent themselves in any way as agents or employees of NACS, and none of APS, its agents, employees or subcontractors has any power to legally bind NACS to any third party.

7. Non-Discrimination. APS, for itself, its officers, agents, employees and subcontractors, covenants and agrees that it shall not discriminate against or intimidate any employee or other Person on account of age, race, color, sex, sexual orientation, handicap, disability, religious creed, ancestry, national origin or Vietnam-era or any other veteran status. NACS is an equal opportunity employer under Applicable Law and requires the same of APS. NACS shall not do business with any Person that unlawfully discriminates based on age, race, color, sex, sexual orientation, gender, handicap, disability, religious creed, ancestry, national origin or Vietnam-era or any other veteran status, or any other impermissible ground in hiring, promotion, subcontracting or procurement practices.

8. Mutual Indemnification; Litigation Cooperation; Notice of Claims.

a. **Indemnification of NACS.** APS shall hold NACS and its trustees, officers, successors, assigns, and agents (the "NACS Indemnified Persons") harmless and indemnify each of them from and against any and all claims, losses, expenses incurred in connection with Claims and/or enforcement of this Agreement, plus interest from the date incurred through the date of payment at the prime lending rate as determined by *The Wall Street Journal*, from time to time prevailing (collectively, the "Indemnified Claims"), incurred or to be incurred by any NACS Indemnified Person resulting from or arising out of (i) APS's negligence or willful misconduct or (ii) any breach or violation of APS's representations, warranties, covenants, or agreements contained in this Agreement.

b. **Indemnification of APS.** NACS shall hold APS and its affiliates and the shareholders, directors, officers, partners, successors, assigns, and agents of each of them harmless and indemnify each of them from and against any and all Indemnified Claims incurred or to be incurred by any of them resulting from or arising out of (i) the NACS's negligence or willful misconduct or (ii) any breach or violation of NACS's representations, warranties, covenants and agreements contained in this Agreement.

c. **Indemnification of Third Party Claims.** The obligations and liabilities of any Party to indemnify the other under this Section with respect to a Claim relating to or arising from third parties (a "Third Party Claim") shall be subject to the following terms and conditions:

- i. Notice and Defense. The Party to be indemnified (the “Indemnified Party”) will give the Party from whom indemnification is sought (the “Indemnifying Party”) prompt written notice of any such Claim, and the Indemnifying Party may undertake the defense thereof by representatives chosen by it. Failure to give notice shall not affect the Indemnifying Party’s duty or obligations under this Section 11 except to the extent the Indemnifying Party is prejudiced thereby. If the Indemnifying Party undertakes the defense of a Third-Party Claim, then the Indemnifying Party shall be deemed to accept that it has an indemnification obligation under this Section 11 with respect to such Third Party Claim, unless it shall in writing reserve the right to contest its obligation to provide indemnity with respect to such Third Party Claim. So long as the Indemnifying Party is defending any such Third Party Claim actively and in good faith, the Indemnified Party shall not settle such Claim. The Indemnified Party shall make available to the Indemnifying Party or its representatives all records and other materials required by them and in the possession or under the control of the Indemnified Party, for the use of the Indemnifying Party and its representatives in defending any such Claim and shall in other respects give reasonable cooperation in such defense.
- ii. Failure to Defend. If the Indemnifying Party, within thirty (30) days after notice of any such Claim, fails to dispute the obligation of the Indemnifying Party with respect to such Claim and fails to defend such Claim actively and in good faith, then the Indemnified Party will (upon written notice to the Indemnifying Party) have the right to undertake the defense, compromise or settlement of such Claim or consent to the entry of a judgment with respect to such Claim, on behalf of and for the account and risk of the Indemnifying Party, and the Indemnifying Party shall thereafter have no right to challenge the Indemnified Party’s defense, compromise, settlement or consent to judgment therein.
- iii. Indemnified Party’s Rights. Anything in this Section to the contrary notwithstanding, (i) if there is a reasonable probability that a Claim may materially and adversely affect the Indemnified Party other than as a result of money damages or other money payments, the Indemnified Party shall have the right to defend, compromise or settle such Claim, and (ii) the Indemnifying Party shall not, without the written consent of the Indemnified Party, settle or compromise any Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all liability in respect to such Claim.

d. Payment. The Indemnifying Party shall promptly pay the Indemnified Party any amount due under this Section. Upon judgment, determination, settlement or compromise of any third party claim, the Indemnifying Party shall pay promptly on behalf of the Indemnified Party, and/or to the Indemnified Party in reimbursement of any amount theretofore required to be paid by it, the amount so determined by judgment, determination, settlement or compromise and all other Claims of the Indemnified Party with respect thereto, unless in the case of a judgment, an appeal is made from the judgment. If the Indemnifying Party desires to appeal from an adverse judgment, then the Indemnifying Party shall post and pay the cost of the security or bond to stay execution of the judgment pending appeal. Upon the payment in full by the Indemnifying Party of such amounts, the Indemnifying Party shall succeed to the rights of such Indemnified Party, to the extent not waived in settlement, against the third party who made such third-party claim.

e. Adjustment of Liability. In the event an Indemnifying Party is required to make any payment under this Section in respect of any damages, liability, obligation, loss, claim, or other amount indemnified hereunder, such Indemnifying Party shall pay the Indemnified Party an amount which is equal to the sum of (i) the amount

of such damages, liability obligation, loss, claim or other amount, minus (ii) the amount of any insurance proceeds the Indemnified Party actually receives with respect thereto, minus (iii) any third party payments actually received by the Indemnified Party with respect to such damages, liability, obligation, loss, claim or other amount after demand or notice to such third party from the Indemnifying Party (with the consent of the Indemnified Party which will not be unreasonably withheld).

9. Insurance. APS shall, as soon as practicable following the Effective Date, and at all times thereafter during the Term, carry, from insurance companies licensed to do business in the Commonwealth of Pennsylvania and with a minimum rating of “A-“ or better (as determined by A.M. Best Company): (i) commercial general liability insurance with a minimum combined personal injury and property damage limit of at least \$2,000,000.00 naming NACS as an additional insured, (ii) workers’ compensation insurance with statutorily required minimum damage limits; provided, however, that APS may, in consultation with NACS, obtain and maintain insurance with minimum amounts that are less those set forth in parts (i) and (ii) of this Section if such lower minimum amounts are customary for providers of educational management services in the charter school industry. Such insurance policies shall be designated as primary and shall also provide that they may not be canceled or materially changed without at least thirty (30) days prior written notice to NACS. APS shall furnish NACS with certificates of insurance evidencing compliance with this Section within thirty (30) days after the execution of this Agreement and at reasonable intervals thereafter upon NACS’s reasonable request.

10. Confidentiality, Student Records.

a. Confidential Information. Both Parties shall keep in strict confidence all information acquired in connection with or because of this Agreement that is not generally known to others (“Confidential Information”). During the Term of this Agreement and at any time thereafter, without the prior written consent of its counterpart, neither Party shall disclose or use to its advantage, profit or gain any Confidential Information or information which is subject to a third party’s proprietary right, such as a copyrighted or trademarked work.

b. Student Records. APS shall keep in strict confidence as required and to the fullest extent required by any Applicable Law, including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (“FERPA”), any and all records and information, in whatever form or format received, pertaining to NACS’s individual students and children, including but not limited to any academic or grade information, attendance, truancy, discipline, receipt of special education services or supplementary educational services, social security or public benefits, or information as to race, ethnicity or disability.

11. Default; Notice and Cure; Remedies.

a. Event of Default by APS. Each of the following constitutes an Event of Default by APS under this Agreement:

i. Material failure by APS or any subcontractor to comply with any term, covenant or condition set forth in this Agreement.

ii. Any material misrepresentation by APS in (a) this Agreement, (b) any other document submitted to NACS by APS, or (c) otherwise by APS directly or indirectly to NACS in connection with NACS’s decision to execute, deliver and perform this Agreement.

iii. Failure of APS to provide, within ten (10) business days, assurance reasonably acceptable to NACS that it can perform the Services in conformity with the terms of the Agreement if (a) NACS has a reasonable basis to believe at any time during the Term of the Agreement that APS will not be able to perform the Services; and (b) NACS demands in writing assurance of APS’s performance.

iv. Misappropriation by APS of any funds provided under this Agreement or failure by APS to notify NACS upon discovery of any misappropriation.

v. Indictment of or other issuance of formal criminal charges against APS, or any of its directors, employees, agents or subcontractors or any of the directors, employees or agents of a subcontractor or any criminal offense or any other violation of Applicable Law directly relating to this Agreement or the Services, or which adversely affects APS's performance of this Agreement in accordance with its terms, whether or not a court of law or other tribunal ultimately accepts a verdict or plea of guilty or no contest regarding the charged offense.

b. Event of Default by NACS. Failure to pay amounts owed to APS within ten (10) business days of the date upon which they are due shall constitute an Event of Default by NACS.

c. Notice and Cure. If either Party commits or permits an Event of Default, its counterpart shall notify the defaulting Party in writing of its determination that an Event of Default has occurred. The defaulting Party shall have ten (10) business days from receipt of that notice, or such additional cure period as the non-defaulting Party may authorize in its sole discretion, to correct the Event of Default.

d. Remedies. If the defaulting Party does not cure the Event of Default within the period allowed by the non-defaulting Party, then the non-defaulting Party may immediately terminate this Agreement upon written notice to the other Party, in which case APS shall cooperate in good faith with NACS to ensure that termination of the Agreement pursuant to this Section 15 shall not materially interfere with the orderly operations of NACS's educational program.

12. Notices. All notices, demands, consents or other communications ("Notices") which either Party may be required or desire to give to the other Party shall be in writing and shall be deemed delivered when (a) personally delivered, (b) if mailed, five business days after deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested, (c) if delivered by a reputable overnight carrier, one business day after delivery to such carrier, or (d) if delivered by email, on the date the email transmission is confirmed, provided that, on such date, a separate copy is also delivered pursuant to clause (b) or (c). Delivery by mail, overnight carrier or email shall be addressed to the Parties as follows:

APS:

Ashley Redfearn, CEO
American Paradigm Schools
8101 Castor Avenue
Philadelphia, PA

and

President of the Board of Trustees
American Paradigm Schools
8101 Castor Avenue
Philadelphia, PA

and

Sand & Saidel, P.C.
/ico/ Daniel H. Saidel, Esq.
113 South 21 Street
Philadelphia, PA 19103

NACS:

Eric Langston, CEO
Northwood Academy Charter School
5600 Chester Avenue
Philadelphia, PA 19143

and

President of the Board of Trustees
Northwood Academy Charter School
4621 Castor Avenue
Philadelphia, PA 19124

Any Party may change its address for notice by Notice given in accordance with the foregoing provisions. Notwithstanding the manner of delivery, whether or not in compliance with the foregoing provisions, any notice, demand or other communication actually received by a Party shall be deemed delivered when so received.

13. Representations and Warranties. The Parties each, respectively, represent and warrant that:

- a. It has all necessary power and authority to execute, deliver and perform this Agreement and has completed all actions necessary in order to duly authorize the execution, delivery and performance of this Agreement; including duly authorizing the Person who sign this Agreement to do so on its behalf;
- b. This Agreement, when executed and delivered, shall be a legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms;
- c. It is financially solvent, is able to pay all its debts as they mature and is possessed of sufficient working capital to perform the Services.
- d. It is and shall be, at all times during the Term of this Agreement, duly qualified to transact business in the Commonwealth of Pennsylvania, professionally competent and duly licensed to perform the Services (if the performance of the Services requires a license).
- e. It is not currently indebted to the City or the Commonwealth of Pennsylvania for or on account of any delinquent taxes for which no written settlement agreement or payment plan with the City, or the Commonwealth of Pennsylvania, as the case may be, has been executed and delivered.

14. Definitions. Except as expressly provided to the contrary elsewhere in this Agreement, capitalized terms shall have the meanings specified in this Section.

- a. Agreement. “Agreement”, “Agreement” or title of like kind, means the agreement of the Parties evidenced by the instruments integrated into and forming a part of this Agreement, *i.e.*, any other Exhibit incorporated into this Agreement as set forth in the Agreement for Services.
- b. Applicable Law. “Applicable Law” means and includes all federal, state, and local statutes, ordinances, resolutions and regulations, including the rules and regulations of any government authority, Charter School rules, regulations and policies applicable to NACS, APS and the Services, and includes all applicable case law, court orders, injunctions and consent decrees.

c. Services. “Services” means the work that APS has agreed to complete under this Agreement, as described in this Agreement, and any relevant exhibits or addenda forming part of this Agreement.

15. Miscellaneous.

a. Applicable Law; Venue. This Agreement shall be construed and enforced under the law of the Commonwealth of Pennsylvania, regardless of its conflict of laws provisions, and without the aid of any canon, custom or rule of law requiring construction against the draftsman. In the event that the Parties cannot amicably resolve any dispute and a Party resorts to legal action, such Party shall file suit only in the state or federal courts sitting in Philadelphia, Pennsylvania.

b. Alternative Dispute Resolution.

i. Good Faith Negotiation of Disputes. The Parties agree to cooperate in good faith to all actions relating to this Agreement, to communicate openly and honestly, and generally to attempt to avoid disputes. If, nevertheless, a dispute should arise in connection with this Agreement, either Party may give notice to the other Party of intent to negotiate, and the Parties agree to use their best efforts to resolve such dispute in a fair and equitable manner. In the event any dispute or Claim arising out of or relating to this Agreement or the relationship resulting in or from this Agreement (a “Dispute”) is unable to be resolved by the Parties (or if one of the Parties refuses to participate in such negotiations) within twenty (20) calendar days from delivery of the notice of intent to negotiate, either Party may give written notice to the other of a demand for arbitration, whereupon the Dispute shall be resolved in accordance with the following alternative dispute resolution procedure.

ii. Binding Arbitration Except With Respect to Intellectual Property and Injunctive Relief. Any Dispute will be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of The American Arbitration Association (the “Arbitration Rules”). Within seven (7) calendar days following the giving by either Party of a written notice of a demand for arbitration, (1) each Party shall designate its panel representative and (2) the Party giving such notice shall also give notice to the American Arbitration Association, requesting that they designate the third panel member, who shall serve as the Chairperson. If the American Arbitration Association is unwilling or unable to designate a third panel member within seven calendar days of being requested to do so, the Party representatives shall do so within seven (7) additional calendar days. The arbitrators shall convene a hearing as soon as possible thereafter. Each Party may present witnesses, documentary, and other evidence on its behalf, but strict rules of evidence shall not apply. The arbitrators may permit the filing of briefs upon request of either Party. The arbitrators shall issue a written opinion concerning the Dispute, together with their award, within 30 days following the close of the hearing.

iii. No Punitive Damages. Notwithstanding anything to the contrary in the Arbitration Rules or otherwise, the arbitrators are not empowered to award punitive damages.

iv. Expense Shifting For Arbitration Avoidance. Notwithstanding anything to the contrary in the Arbitration Rules or otherwise, no Party may seek judicial relief regarding any Dispute. In the event a Party violates this provision by bringing any action for judicial relief in the first instance without pursuing arbitration prior thereto, such Party will be liable to the other Party for, among other things, all of the other Party’s costs and expenses (including, without limitation, court costs and attorneys’ fees) incurred to stay or dismiss such judicial

action and/or remove or remand it to arbitration. It shall not be a violation of this arbitration provision for the Party entitled to collect such costs and expenses to seek to have them included in a judicial order of dismissal, removal, or remand. In the alternative, such Party may seek an immediate and separate award of such costs and expenses at the outset of the arbitration, which the arbitrators must grant, and the Party may seek immediately to confirm such award of costs and expenses. In addition, if either Party brings any judicial action to vacate or modify any award rendered pursuant to arbitration, or opposes a judicial action to confirm such award, and the Party bringing such action to vacate or modify or opposing confirmation of such award does not prevail, the Party bringing such action will pay all of the costs and expenses (including, without limitation, court costs and attorneys' fees) incurred by the other Party in defending against the action to vacate or modify such award or in pursuing confirmation of such award. The cost shifting provisions of the preceding sentence shall apply equally of judicial decisions to which the preceding sentence applies. It shall not be a violation of this arbitration provision for the Party entitled to collect such costs and expenses to seek to have them included in a judicial order dealing with confirmation, vacation, or modification of an award, or any order on an appeal to which the preceding sentence applies.

- v. Waiver of Jury Trial. The Parties knowingly and willingly waive the right to a jury trial with respect to any Dispute, whether or not subject to the foregoing arbitration provision, and including any Dispute within the foregoing arbitration provision but found not to be subject to arbitration for any reason.
- vi. Venue When Judicial Resort is Authorized. Any action to confirm an arbitral award shall be brought in the courts of the Commonwealth of Pennsylvania. The Parties agree that this Agreement concerns transactions involving commerce among the several states and hereby irrevocably waive any objection which either may now or hereafter have to personal jurisdiction or the laying of venue for confirmation of an arbitral award in the courts referred to in the preceding sentence. The Parties hereby further irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Nothing herein shall limit the right of either Party, following the confirmation of an arbitral award, to seek to enforce such award in any appropriate state or federal court. Nothing herein shall limit the right of either Party to seek redress with respect to any Dispute not subject to the foregoing arbitration provision (including any dispute within the foregoing arbitration provision but found not to be subject to arbitration for any reason) in any state or federal court.

c. Headings. Section headings contained in this Agreement are for reference only and shall not in any way affect the meaning or interpretation of this Agreement.

d. Severability. If a court holds any term, covenant or condition of this Agreement invalid, such holding shall not affect or impair the validity of any other terms, covenants or conditions of this Agreement, which the Parties hereby deem severable and which shall remain in full force and effect.

e. Survival. Any and all provisions of this Agreement which contemplate performance by a Party after the expiration or earlier termination of this Agreement shall survive and be enforceable after such expiration or termination, including without limitation provisions relating to ownership of Materials and indemnification.

f. Waiver. No one shall or may find, hold or determine that a Party has waived any term, covenant or condition set forth in this Agreement, any Event of Default, or any remedy set forth in this Agreement, unless that Party has set forth its waiver in a writing signed by that Party.

g. No Partnership or Agency. Anything in this Agreement to the contrary notwithstanding, the Parties do not intend to create, and nothing contained in this Agreement shall be construed as creating, a joint venture or partnership between NACS and APS with respect to the Services. Neither APS nor NACS shall have any power to bind the other Party in any manner whatsoever to any third party. APS does not function as an agent of NACS in its dealings with any third party.

h. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any contractual relationship with, or to give a cause of action or remedy in favor of, any third party against either NACS or APS. Nothing in this Agreement is intended to benefit any third party.

i. Entire Agreement; Amendment. This Agreement includes all exhibits and addenda, if any, referred to herein, all of which are hereby incorporated by reference. This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous oral and written agreements and statements, all of which have been fully integrated herein. This Agreement also supersedes any course of conduct, performance or dealing between the Parties. No amendment or modification changing this Agreement's scope or terms shall have any force or effect unless executed and delivered in writing and signed by both Parties.

j. Counterparts. The Parties may execute and deliver this Agreement in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute, together, one and the same agreement.

k. Force Majeure. Notwithstanding any other sections of this Agreement, neither Party will be liable for any delay in performance or impossibility of performance due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike or other acts beyond its reasonable control.

l. Interpretation; Number, Gender. The words "herein" "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole, and not to any particular Section, subsection or clause contained in this Agreement. Whenever the context requires, words used in the singular shall be construed to include the plural and vice versa, and pronouns of any gender shall be deemed to include the masculine, feminine and neuter genders.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands as of the date first above written.

ATTEST:
Northwood Academy Charter School
a nonprofit corporation.

By: _____

Title: _____

American Paradigm Schools
a nonprofit corporation.

By: _____

Title: _____

EXHIBIT A
SERVICES

Organizational Advisory Services. APS will provide the following Organizational Advisory Services during the Term of this Agreement.

- A. Needs Assessment. APS will coordinate with NACS designated contact points to conduct a needs assessment in the following areas:
 - a. Epicenter Compliance.
 - b. Annual Charter Evaluation (“ACE”) Framework.
- B. Organizational / Advisory Support. APS will coordinate with NACS designated contact points to advise NACS in the following areas:
 - a. Deadlines for School District of Philadelphia “Epicenter” Submissions required during the Term of this Agreement.
 - b. Training of designated contacts in systems of State and School-District level compliance (excluding data review/PIMS).
- C. Renewal Preparation Advisory Support. APS will coordinate with NACS designated contact points to advise NAC in the following areas:
 - a. Provide weekly written recommendations of steps that NACS should take to prepare its charter renewal application.
 - b. Provide monthly professional development to designated NACS personnel regarding charter renewal.
- D. Cost - For the provision of Organizational Advisory Services, NACS shall pay APS forty five thousand dollars (\$45,000) as follows: \$10,000 due on January 1, 2024 and \$7,000 due on the 1st of each month thereafter until full payment by NACS for Organizational Advisory Services is made to APS.