

Exhibit 3

CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) between the National Congress of American Indians, a nonprofit organization, headquartered in Washington, D.C., (and sole owner of the National Congress of American Indians Fund), and the National Congress of American Indians Fund, a trust governed under the laws of the District of Columbia (hereafter “NCAI”), with its principal office located at 1516 P St. NW, Washington, D.C. 20005, and Max Muller & Associates, LLC, a Kansas limited liability company (“Consultant”), with its principal office at 16144 Linden Street, Overland Park, Kansas 66085, is made as of July 1, 2021.

WHEREAS, Consultant is a nationally known organization offering consulting and training services to the public related to legal and business matters; and

WHEREAS, Consultant employs Max Muller (“Muller”), a natural person, with expertise in legal, Tribal and business matters; and

WHEREAS, NCAI desires that Consultant specifically and directly assign Muller, as an employee of Consultant, to provide advice and assistance to NCAI under the terms and conditions of this Agreement; and

WHEREAS, the Consultant will specifically and directly assign Muller to provide consulting advice and assistance to NCAI under the terms and conditions of this Agreement; and

WHEREAS, the Parties expressly acknowledge their understanding and acceptance that (i) Muller is an attorney licensed to practice law in Missouri, (ii) that Muller is not an attorney licensed to practice law in any other state or US territory, (iii) that Muller does not maintain an office or other physical presence in the District of Columbia, (iv) that Muller has not and will not represent NCAI before any court within the District of Columbia; but as per the American Bar Association's (ABA) Model Rule 5.5, the ABA's (December 16, 2020) Formal Ethics Opinion 495, and District of Columbia Court of Appeals Rule 49, Muller may provide legal information to District of Columbia clients as allowed by the jurisdiction in which he is licensed; and

WHEREAS, the Parties expressly acknowledge that much of Muller's consulting advice will arise from his legal background and his knowledge as being a certified Tribal Human Resource Professional (THRP) and extensive business background in structuring and transitioning businesses.

NOW, THEREFORE, NCAI and the Consultant hereby agree as follows:

1. Consulting Services

- a. Subject to the terms and conditions of this Agreement, Consultant will provide the consulting services set out in Attachment A to this Agreement.
- b. Consultant hereby assigns Muller to provide consulting services and guidance to NCAI in accordance with the terms of this Agreement.

2. Compensation, Invoicing, Consulting Hours Carryover, Agreement Extensions, and Reimbursement

- A. Compensation. In exchange for a discounted hourly rate for the Services, NCAI agrees to engage Max Muller, through Max Muller & Associates, LLC (Consultant) at the rate of \$10,500.00 per month over a 12-month period effective July 1, 2021.
- B. Consultant will provide NCAI an invoice monthly for hours worked, which invoice shall detail the days and number of hours worked, and the matters worked on.
- C. Consultant is an independent contractor and will be responsible for all of its own expenses of every nature and type. However, NCAI will reimburse Consultant for reasonable preapproved travel and other expenses Consultant incurs in connection with performing the Services. Preapproval will be given or withheld by NCAI's Chief Executive Officer or his designee. To obtain reimbursement, Consultant will submit to NCAI's Chief Executive Officer or his designee, an invoice describing services rendered and expenses incurred.
- D. Invoices for Services and/or expense reimbursements may be submitted by email to an email provided to Consultant by NCAI.
- E. Invoices will be due and payable no later than the 15th business day of any month.

3. Independent Contractor Status

The parties expressly agree that this Agreement creates an independent contractor relationship, not an employment relationship. In its capacity as an independent contractor, Consultant agrees and represents, and NCAI agrees, as follows:

- (a) Neither Consultant nor Muller shall be deemed an NCAI employee.
- (b) Consultant and Muller have the right to perform services for others during the term of this Agreement subject to the confidentiality provisions of this Agreement.
- (c) Consultant has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed; provided, however, Consultant acknowledges and agrees neither it nor Muller has authority to obligate NCAI to any action or commitment, financial or otherwise, without first obtaining such authority on a case-by-case basis from NCAI 's Chief of Staff or his designee(s). NCAI shall not be considered to be a joint employer of Muller.

4. Business Licenses, Permits, and Certificates

Consultant represents and warrants that Consultant will comply with all applicable federal, state, local, and Tribal laws, regulations, codes, and/or ordinances in its performance of the Services to be performed under this Agreement.

5. State and Federal Taxes

NCAI will not:

- withhold FICA (Social Security and Medicare taxes) from Consultant's or Muller's (if any) payments or make FICA payments on Consultant's behalf,
- make state or federal unemployment compensation contributions or payments on behalf of Consultant or Muller, and Consultant and/or Muller will not be entitled to these benefits in connection with work performed under this Agreement; or
- withhold state or federal income tax from Consultant's payments.

Consultant shall pay all applicable taxes incurred while performing any services under this Agreement, including all applicable income taxes and, if Consultant is not or ceases to be a corporation, self-employment (Social Security) taxes.

6. Fringe Benefits

Consultant understands that neither it nor Muller are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan(s) of NCAI.

7. Workers' Compensation

NCAI shall not obtain workers' compensation insurance on behalf of Consultant or any of its employees.

8. Insurance

NCAI shall not provide insurance coverage of any kind for Consultant or its employees.

9. Confidential and Proprietary Information

Consultant acknowledges that it will be necessary for NCAI to disclose certain confidential and proprietary information to Consultant in order for Consultant to perform duties under this Agreement. Consultant acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm NCAI. Accordingly, Consultant will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of NCAI without NCAI 's prior written permission except to the extent necessary to perform Services on NCAI 's behalf.

(a) Proprietary or Confidential information

Proprietary or confidential information includes, but is not limited to:

- written, printed, graphic, or electronically recorded materials furnished by NCAI for Consultant to use;
- notes, memoranda, and other hard copy or electronic memorialization of in-person, telephonic, text messaging, email or other discussions reasonably understood to be for internal NCAI use;
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that NCAI makes reasonable efforts to maintain the secrecy of;
- legislative, business, marketing, and/or publishing plans or strategies;
- customer lists;
- NCAI operating procedures, trade secrets as defined by federal statute and case law, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and

- information belonging to NCAI members, clients, customers and/or suppliers about whom Consultant gained knowledge as a result of Consultant's services to NCAI.

Upon termination of Consultant's services to NCAI, or at NCAI 's request, Consultant shall deliver to NCAI all materials in Consultant's possession relating to NCAI's and/or its clients and/or customers' data.

(b) Work Product

- 1) The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress, and deliverables will be the sole property of NCAI; and Consultant hereby transfers and assigns to NCAI all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights, and other copyrights, patent rights, trade secret rights, and other proprietary rights therein, Consultant now has or may have in the future; and quitclaims to NCAI all right, title and interest to the Work Product it now has or may hereafter acquire in any manner. Consultant expressly represents that all work done for it by Muller is work made for hire by which Consultant acquires all ownership rights of any nature and type in such work product. Consultant retains no right to use the Work Product and agrees not to challenge the validity of NCAI 's ownership in the Work Product.
- 2) Consultant hereby assigns to NCAI all right, title, and interest in any and all photographic images and videos or audio recordings made by or for NCAI during Consultant's work for it, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
- 3) NCAI is entitled to use Consultant's name and/or likeness in advertising and other materials. Consultant may divulge its relationship with NCAI.

(c) Exclusions from Confidential or Proprietary Information

Obligations set out in this Paragraph 9 shall not apply to any portion of NCAI Confidential or Proprietary Information which:

- 1) was at the time of disclosure to Consultant part of the public domain by publication or otherwise; or

- 2) became part of the public domain after disclosure to Consultant by publication or otherwise, except by breach of this Agreement; or
- 3) was already properly and lawfully in Consultant's possession at the time it was received from NCAI; or
- 4) was or is lawfully received by Consultant from a third party who was under no obligation of confidentiality with respect thereto; or
- 5) was or is independently developed by Consultant without reference to NCAI Confidential or Proprietary Information; or
- 6) is required to be disclosed by law, regulation or judicial or administrative process.

Consultant acknowledges that any breach or threatened breach of this Confidentiality clause will result in irreparable harm to NCAI for which damages would be an inadequate remedy. Therefore, NCAI shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of the Confidentiality clause of this Agreement.

10. General Terms

- (a) This Agreement may not be terminated by NCAI during the first 183 days of the Initial time Period except for malfeasance or gross misconduct on the part of Consultant or Muller; and thereafter only for just cause. Should NCAI terminate this Agreement, NCAI shall, within seven (7) calendar days of the notice of cancellation, pay over to Consultant any and all then outstanding payments and expense reimbursements due Consultant, which outstanding payments shall include a pro rata amount for any days within a calendar month for which Services have been provided.
- (b) If Consultant terminates this Agreement by providing no less than 30 days' written notice to NCAI, Consultant shall nevertheless wind up in an orderly fashion assignments for NCAI which Consultant began prior to the date of notice of termination hereunder.
- (c) No alteration or modification of this Agreement shall be valid unless made in writing and executed by Consultant and NCAI's President.
- (d) This Agreement shall be construed and interpreted pursuant to the laws of the District of Columbia applicable to contracts wholly entered into and performed in the District of Columbia.
- (f) Any notice or other communication by one party to the other hereunder shall be in writing and shall be given, and be deemed to have been given, if either hand delivered or mailed, postage prepaid, certified mail (return receipt requested), addressed as follows:

If to Consultant: 16144 Linden Street, Overland Park, Kansas 66085

If to NCAI: 1516 P St. NW, Washington, D.C. 20005

- (g) *Survival* - The duty of Consultant to be bound by its obligation of confidentiality under this Agreement shall survive the termination of this Agreement.
- (h) *Assignment* - This Agreement is not assignable by either party. Any attempt by either Party to assign any of the obligations of this Agreement is void. This Agreement can only be modified by a written agreement signed by both Parties.
- (i) *Partial Invalidity* - If any provision(s) of this Agreement are held invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (j) *Complete Agreement; Counterparts* - This Agreement is the complete and exclusive agreement between NCAI and Consultant regarding the subject matter hereof, which supersedes all proposals or prior agreements, oral or written, and all other communications between NCAI and Consultant relating to the subject matter of this Agreement. This Agreement may be executed in separate counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

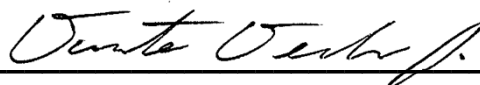
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Max Muller & Associates, LLC

By: 

Max Muller, Principal

**National Congress of American Indians
National Congress of Americans Indians Fund**

By: 

Dante Desiderio
Chief Executive Officer

ATTACHMENT A - SCOPE OF WORK

SERVICES TO BE PERFORMED

Contracts:

- Craft, evaluate, negotiate and execute a wide variety of different contracts covering a range of transactions.
- Create and maintain relationships with suppliers and serve as the singular point of contact for matters concerning contracts.
- Maintain records for correspondence and documentation in relation to established contracts and those in progress.
- Communicate and present information to stakeholders about all contract-related matters.
- Monitor contracts and move forward with close-out, extension or renewal according to what's best for the organization.
- Solve any contract-related problems that may arise with other parties and internally within the organization itself.
- Assist and guide NCAI staff in negotiating, writing and executing agreements and contracts,
- Research the impacts of current and previous service provider agreements with a view to preventing future contract abuse and waste,

Human Resources:

- Review all current HR policies, and draft, revise or delete policies and procedures as needed, with the concurrence and approval of the Chief Executive Officer or his/her designee.
- Act as the organization's equal employment opportunity officer.
- Handle, as necessary and appropriate, personnel disciplinary matters, including investigations of misfeasance and/or malfeasance.
- Assist appropriate staff members in identifying, reviewing, and negotiating employee benefit programs.

General Legal Matters:

- Draft or assist with drafting documents of any nature and type, as needed or properly requested.
- Offer counsel on a variety of legal, human resource and general business issues.
- Consulting with advisors on general liability, benefits, stop loss, and other forms of insurance coverage.
- Advise executives within the organization, as requested.
- Work directly with various departments within the organization, as needed or requested.
- Advise on legal risks and legal liabilities associated with different deals.
- Anticipate unique legal issues that could impact the organization.
- Provide guidance to NCAI staff on the legal impacts of various past and future decisions.
- Handle potential litigation and complaints; working with outside counsel or experts as necessary and appropriate.

- Provide such other services as requested or directed by the Chief Executive Officer or his/her designee.

Exhibit 4

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") between the National Congress of American Indians, a nonprofit organization, headquartered in Washington, D.C., (and sole owner of the National Congress of American Indians Fund), and the National Congress of American Indians Fund, a trust governed under the laws of the District of Columbia (hereafter "NCAI"), with its principal office located at 1516 P St. NW, Washington, D.C. 20005, and Audit Business Services, Inc., a Missouri corporation, ("Consultant"), with its principal office at 6766 SW Holstein Road, Polo, MO 64671, is made as of July 1, 2021.

WHEREAS, Consultant is a nationally known organization offering financial, human resources and general business consulting and training services to the public; and

WHEREAS, Consultant employs Pamela Fagan ("Fagan"), a natural person, with significant expertise in financial, legal, Tribal and general business matters; and

WHEREAS, NCAI desires that Consultant specifically and directly assign Fagan, as an employee of Consultant, to provide advice and assistance to NCAI under the terms and conditions of this Agreement; and

WHEREAS, the Consultant will specifically and directly assign Fagan to provide consulting advice and assistance to NCAI under the terms and conditions of this Agreement; and

NOW, THEREFORE, NCAI and the Consultant hereby agree as follows:

1. **NOW, THEREFORE**, NCAI and the Consultant hereby agree as follows:

1. **Consulting Services**

- a. Subject to the terms and conditions of this Agreement, Consultant will provide the consulting services set out in Attachment A to this Agreement.
- b. Consultant hereby assigns Fagan to provide consulting services and guidance to NCAI in accordance with the terms of this Agreement.

2. **Compensation, Invoicing, Consulting Hours Carryover, Agreement Extensions, and Reimbursement**

- A. Compensation. In exchange for a discounted hourly rate for the Services, NCAI agrees to engage Pamela Fagan, through Audit Business Services, Inc. (Consultant) at the rate of \$11,000.00 per month over a 12-month period effective July 1, 2021.

- B. Consultant will provide NCAI an invoice monthly for hours worked, which invoice shall detail the days and number of hours worked, and the matters worked on.
- C. Consultant is an independent contractor and will be responsible for all of its own expenses of every nature and type. However, NCAI will reimburse Consultant for reasonable preapproved travel and other expenses Consultant incurs in connection with performing the Services. Preapproval will be given or withheld by NCAI's Chief Executive Officer or his designee. To obtain reimbursement, Consultant will submit to NCAI's Chief Executive Officer or his designee, an invoice describing services rendered and expenses incurred.
- D. Invoices for Services and/or expense reimbursements may be submitted by email to an email provided to Consultant by NCAI.
- E. Invoices will be due and payable no later than the 15th business day of any month or if on a weekend, the next available business day following the 15th.

3. Independent Contractor Status

The parties expressly agree that this Agreement creates an independent contractor relationship, not an employment relationship. In its capacity as an independent contractor, Consultant agrees and represents, and NCAI agrees, as follows:

- (a) Neither Consultant nor Fagan shall be deemed an NCAI employee.
- (b) Consultant and Fagan have the right to perform services for others during the term of this Agreement subject to the confidentiality provisions of this Agreement.
- (c) Consultant has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed; provided, however, Consultant acknowledges and agrees neither it nor Fagan has authority to obligate NCAI to any action or commitment, financial or otherwise, without first obtaining such authority on a case-by-case basis from NCAI's Chief of Staff or his designee(s). NCAI shall not be considered to be a joint employer of Fagan.

4. Business Licenses, Permits, and Certificates

Consultant represents and warrants that Consultant will comply with all applicable federal, state, local, and Tribal laws, regulations, codes, and/or ordinances in its performance of the Services to be performed under this Agreement.

5. State and Federal Taxes

NCAI will not:

- withhold FICA (Social Security and Medicare taxes) from Consultant's or Fagan's (if any) payments or make FICA payments on Consultant's behalf,
- make state or federal unemployment compensation contributions or payments on behalf of Consultant or Fagan, and Consultant and/or Fagan will not be entitled to these benefits in connection with work performed under this Agreement; or
- withhold state or federal income tax from Consultant's payments.

Consultant shall pay all applicable taxes incurred while performing any services under this Agreement, including all applicable income taxes and, if Consultant is not or ceases to be a corporation, self-employment (Social Security) taxes.

6. Fringe Benefits

Consultant understands that neither it nor Fagan are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan(s) of NCAI.

7. Workers' Compensation

NCAI shall not obtain workers' compensation insurance on behalf of Consultant or any of its employees.

8. Insurance

NCAI shall not provide insurance coverage of any kind for Consultant or its employees.

9. Confidential and Proprietary Information

Consultant acknowledges that it will be necessary for NCAI to disclose certain confidential and proprietary information to Consultant in order for Consultant to perform duties under this Agreement. Consultant acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm NCAI. Accordingly, Consultant will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of NCAI without NCAI 's prior written permission except to the extent necessary to perform Services on NCAI 's behalf.

(a) Proprietary or Confidential information

Proprietary or confidential information includes, but is not limited to:

- written, printed, graphic, or electronically recorded materials furnished by NCAI for Consultant to use;
- notes, memoranda, and other hard copy or electronic memorialization of in-person, telephonic, text messaging, email or other discussions reasonably understood to be for internal NCAI use;
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that NCAI makes reasonable efforts to maintain the secrecy of;
- legislative, business, marketing, and/or publishing plans or strategies;
- customer lists;
- NCAI operating procedures, trade secrets as defined by federal statute and case law, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and
- information belonging to NCAI members, clients, customers and/or suppliers about whom Consultant gained knowledge as a result of Consultant's services to NCAI.

Upon termination of Consultant's services to NCAI, or at NCAI 's request, Consultant shall deliver to NCAI all materials in Consultant's possession relating to NCAI's and/or its clients and/or customers' data.

(b) Work Product

- 1) The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress, and deliverables will be the sole property of NCAI; and Consultant hereby transfers and assigns to NCAI all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights, and other copyrights, patent rights, trade secret rights, and other proprietary rights therein, Consultant now has or may have in the future; and quitclaims to NCAI all right, title and interest to the Work Product it now has or may hereafter acquire in any manner. Consultant expressly represents that all work done for it by Fagan is work made for hire by which Consultant

acquires all ownership rights of any nature and type in such work product. Consultant retains no right to use the Work Product and agrees not to challenge the validity of NCAI's ownership in the Work Product.

- 2) Consultant hereby assigns to NCAI all right, title, and interest in any and all photographic images and videos or audio recordings made by or for NCAI during Consultant's work for it, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
- 3) NCAI is entitled to use Consultant's name and/or likeness in advertising and other materials. Consultant may divulge its relationship with NCAI.

(c) Exclusions from Confidential or Proprietary Information

Obligations set out in this Paragraph 9 shall not apply to any portion of NCAI Confidential or Proprietary Information which:

- 1) was at the time of disclosure to Consultant part of the public domain by publication or otherwise; or
- 2) became part of the public domain after disclosure to Consultant by publication or otherwise, except by breach of this Agreement; or
- 3) was already properly and lawfully in Consultant's possession at the time it was received from NCAI; or
- 4) was or is lawfully received by Consultant from a third party who was under no obligation of confidentiality with respect thereto; or
- 5) was or is independently developed by Consultant without reference to NCAI Confidential or Proprietary Information; or
- 6) is required to be disclosed by law, regulation or judicial or administrative process.

Consultant acknowledges that any breach or threatened breach of this Confidentiality clause will result in irreparable harm to NCAI for which damages would be an inadequate remedy. Therefore, NCAI shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of the Confidentiality clause of this Agreement.

10. General Terms

- (a) This Agreement may be terminated by either party providing that the terminating party provide no less than 30 days' written notice.

- (b) If Consultant terminates this Agreement by providing no less than 30 days' written notice to NCAI, Consultant shall nevertheless wind up in an orderly fashion assignments for NCAI which Consultant began prior to the date of notice of termination hereunder.
- (c) No alteration or modification of this Agreement shall be valid unless made in writing and executed by Consultant and NCAI's President.
- (d) This Agreement shall be construed and interpreted pursuant to the laws of the District of Columbia applicable to contracts wholly entered into and performed in the District of Columbia.
- (f) Any notice or other communication by one party to the other hereunder shall be in writing and shall be given, and be deemed to have been given, if either hand delivered or mailed, postage prepaid, certified mail (return receipt requested), addressed as follows:

If to Consultant: 6766 SW Holstein Road, Polo, MO 64671


If to NCAI: 1516 P St. NW, Washington, D.C. 20005

- (g) *Survival* - The duty of Consultant to be bound by its obligation of confidentiality under this Agreement shall survive the termination of this Agreement.
- (h) *Assignment* - This Agreement is not assignable by either party. Any attempt by either Party to assign any of the obligations of this Agreement is void. This Agreement can only be modified by a written agreement signed by both Parties.
- (i) *Partial Invalidity* - If any provision(s) of this Agreement are held invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (j) *Complete Agreement; Counterparts* - This Agreement is the complete and exclusive agreement between NCAI and Consultant regarding the subject matter hereof, which supersedes all proposals or prior agreements, oral or written, and all other communications between NCAI and Consultant relating to the subject matter of this Agreement. This Agreement may be executed in separate counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

AUDIT BUSINESS SERVICES, INC.

**National Congress of American Indians
National Congress of Americans Indians Fund**

By: 

By: 

Pamela Fagan, President

Dante Desiderio, Chief Executive Officer

APPENDIX A – SCOPE OF WORK

The scope of services is intended to not only ensure proper operations of NCAI but also work with leadership in providing an efficient and supportive work environment. The work is anticipated to include, but not be limited to the following:

1. Operations Services

- Conduct an assessment of each of the Operations Department team's needs and provide solutions to help streamline processes, grow efficiency, and support team members in their service to Indian Country. Use integration of systems to build a cohesive team environment.
 - Teams include; administration, finance, grants management, and human resources.
Note: Information technology and Finance are part of the Operations Department however will be undergoing separate assessments in conjunction with the Operations Department.
 - Assessment could include solutions to looking at new or restructuring of positions to support the organization of this size.
 - Provide recommendations on trainings, software, or other best practices for the Department.
- Recommend an optimal organizational model for the Operations team.
- Develop strategies to shift Operations into a stronger and cohesive team environment.
- Review the organizational structure and distribution of NCAI policy and procedures.
- Rewrite NCAI policy and procedures as needed for newly formed systems as a result of assessment.

2. Human Resources (HR) Services

- Develop and implement HR strategies that will support the following:
 - HR Reporting
 - Personnel Management
 - Compensation Management
 - Performance Evaluations
- Research an effective HRIS/Payroll (HCM – Human Capital Management) system to implement to support the growing organization.
- Incorporate tools for HR staff to create and evaluate trainings that will allow the organization to stay compliant with federal and state laws, while also supporting the professional development of the NCAI staff.
- Review and rewrite where necessary all current job descriptions and identify performance measures based on industry standards.

- Work to develop an organizational chart that will create a cohesive team environment in all aspects of NCAI operations.
- Assess and review current employee handbook for recommended updates to policies.

3. Finance Services

- Develop timelines and processes for regular financial reporting to include P&L, cash flow statements, balance sheets, Form 990 preparation and review.
- Work with grants management team and outside consultant to create a cohesive reporting and review program to account for all grant direct and indirect costs for compliance.
- Introduce resources for thorough audit procedures to measure compliance of grant requirements.
- Work with outside auditors to ensure all areas of compliance are in place to secure a positive annual certified audit report.
- Update and rewrite accounting policies and procedures for internal control purposes that align with newest procedures developed under re-organization of NCAI structure.
- Develop strategy to develop stronger compliance guidelines for grants management and other developmental departments (e.g. membership, sponsorship, etc.)
- Audit and review current billing codes and help establish codes more aligned with function and effort.
- Assess and determine needs analysis for accounting software. Work with IT consulting to determine the best integration of all systems (ERP, CRM, HCM) to accomplish organizational goals.
- Develop strategy and recommendation for upgrade or change in accounting financial system to align with organizational goals.
- Develop strategy to further the team's effort to move to use of cloud technology for financial documentation.
- Evaluate processes to identify areas where automation may assist with time management and accuracy.