



September 14, 2021

EPIC Charter Schools
Oklahoma City, OK

Dear Mr. Campbell:

The Objective and Scope of the Services Provided

You have requested that HoganTaylor LLP (“HoganTaylor LLP,” the “Firm,” “we,” or “us”) provide advisory services for EPIC Charter Schools (the Company or Client) as detailed below. We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter (the “Agreement”).

Our Responsibilities

We will perform our services in accordance with Statement on Standards for Consulting Services (SSCS) No. 1, and the Code of Professional Conduct issued by the American Institute of Certified Public Accountants. Such services are not intended to represent an audit, examination, attestation, special report or agreed-upon procedures engagement as those services are defined in AICPA literature applicable to such engagements. Accordingly, these services will not result in the issuance of a written communication to third parties by HoganTaylor LLP regarding financial data or internal controls, or expressing a conclusion or any other form of assurance.

The services under this Agreement are limited to those outlined in Exhibit A (the “Services”), which is an integral part of this document. Those Services will be performed based on information you provide to us. We will not verify or audit this information. You understand that we do not guarantee the results of any analysis that we may undertake, and agree that any report or analysis we provide represents our professional conclusion based on the data provided to us. We cannot guarantee its accuracy or completeness.

Our Services do not include any procedures designed to detect errors, fraud, or theft. Therefore, our engagement cannot be relied upon to disclose such matters.

Management Responsibilities

We will require the support of your personnel and/or 3rd party service providers to achieve the timely completion of the Services. Support includes, but is not limited to, providing documentation and other related information that is relevant to the Services, full access to the accounting system and other financial data systems, and unrestricted access to persons with the Company to whom we determine necessary to communicate. Failure to receive such support in a timely manner could negatively impact our ability to provide the Services.

As a condition to our performing the services described in Exhibit A, you agree to:

- Assume all management responsibilities;
- Designate an appropriate individual to oversee the services;
- Evaluate the adequacy and results of the services performed;

www.hogantaylor.com

- Accept responsibility for the results of the services, including decisions regarding the implementation of any recommendations provided by us.

You agree that your management and employees are responsible for the accuracy and reliability of information provided to us, the proper recording of transactions in the records, the safekeeping of assets, and the accuracy of the financial statements. We have no responsibility to identify and communicate deficiencies or material weaknesses in your internal controls as part of this engagement.

Fees

Due to the uncertainties involved any statement of anticipated fees that the Firm provides shall be deemed only an estimate of potential fees and, unless otherwise expressly stated, not a limitation thereof. The Firm's actual fees will be determined in accordance with the policies described herein. By agreeing to engage our Firm, Client agrees to pay the fees and other charges billed by the Firm.

Additional Terms and Conditions are provided in Exhibit B which is an integral part of this document.

Please sign and return this Agreement to indicate your acknowledgment of, and agreement with, i) the arrangements for our engagement described herein, and our respective responsibilities and ii) Exhibits A and B and all of the documents referenced and incorporated therein.

Sincerely,
HOGANTAYLOR LLP

Acknowledged and agreed:



Paul Campbell
EPIC Charter Schools



Aaron Ackerman
HoganTaylor LLP

9/16/21
Date

9/14/2021
Date

Exhibit A

Scope of Services:

- Client seeks to have an independent public accounting firm perform certain procedures for the purpose of providing a report detailing the results of those procedures which may include, but not be limited to:
 - Adherence to key control processes
 - Review of documentation for certain accounting transactions
 - Review or prepare detailed schedules, balance roll forwards and/or reconciliations for key financial statement accounts
- Specific SOW procedures will be developed collaboratively by HT and client personnel or representatives
- Key assumptions:
 - Client board of directors and management will take full responsibility for the adequacy of the procedures to accomplish its objectives
 - The deliverable report will be explicitly limited to use by the client and only for its specific purposes which will be detailed in the report

Deliverables:

- Consulting report detailing procedures performed and results of and findings from those procedures
- Verbal and/or written communication of all matters that come to our attention which, in our professional judgement, could be considered material to a user of our report.

Timing/Target Delivery:

- Field work is anticipated to begin on or near October 15, 2021 with a draft deliverable presented on or near November 15, 2021.

Fees:

- Fees will be billed on a time and materials basis at rates ranging from \$110 to \$398 per hour based on the level of the professional assigned to the task.
- Out of pocket expenses will be billed at cost
- Travel – all travel outside the Oklahoma City metropolitan area is outside the scope of our monthly fee
 - Travel time will be billed at \$150/hour
 - Mileage will be billed at \$0.60/mile
 - All other travel expenses will be billed at cost

Payment Terms:

- Retainer of \$5,000 will be due upon executing of this engagement letter.
- Professional fees associated with the engagement will be billed as progress payments no less than monthly with a final invoice upon completion of the project.
- All invoices are due within 30 days of invoice date.

Exhibit B – Additional Terms and Conditions

Fees

The Firm's fees for Services generally are based on time spent on specific projects or matters and the value delivered. Our hourly rates depend on the persons performing the Services and are subject to adjustment by the Firm from time to time. In its sole discretion, the Firm may use independent contractors, some of whom may not be certified public accountants, to perform work on this engagement. If an independent contractor is assigned by the Firm to work on any matter which the Firm has undertaken on behalf of Client, the independent contractor will perform such work with oversight from the Firm, and the Firm will charge the Client hourly rates based upon its own hourly rates for employees with similar qualifications and experience. After consultation, we also may take into account additional factors in performing Services in connection with any matter, such as unusual time limitations, the unusual level of skill required, the efficiency with which the services were performed and other relevant considerations.

Information Security - Miscellaneous Terms

HoganTaylor LLP is committed to the safe and confidential treatment of the Company's proprietary information and is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. If any term or provision of this Agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Termination

This agreement is cancelable by the Firm or the Client at any time for any reason by thirty (30) days written notice. Unless otherwise terminated, this agreement shall expire at the earlier of (a) twelve (12) months after the last date the Firm furnished any billable Services to Client, or (b) if we have been retained to perform specific Services, our completion of such Services. Termination will not affect the Client's responsibility for payment of outstanding fees, costs and expenses incurred before termination or in connection with an orderly transition of ongoing matters assumed by Client or assigned by it to others.

At Client's request received at the termination of our relationship, Client's papers and physical property (Client Property) will be returned. We reserve the right to destroy or otherwise dispose of any Client Property in our possession ninety (90) days after the termination of our relationship. The Firm files will be retained, stored or destroyed by us in accordance with our then effective document retention policies and procedures.

Our Agreement

This Agreement constitutes the complete and exclusive statement of agreement between HoganTaylor LLP and the Company, superseding all proposals, oral or written, and all other communications with respect to the terms of the engagement between the parties.

Performance of the Services is subject to the Firm's Privacy Policy which is available at <https://hogantaylor.com/privacy-policy/>, the Firm's General Terms and Conditions (the "General Terms") which are available at www.hogantaylor.com/terms-conditions/, and the Terms and Conditions for Advisory Services (the "Advisory Terms") which are available at <https://hogantaylor.com/terms-conditions-for-advisory-services/>, all of which are incorporated herein by reference. By accepting this Agreement, you acknowledge receipt, review and acceptance of the Privacy Policy, General Terms, and Advisory Terms. In the event of a conflict between this Agreement and the Privacy Policy, the General Terms or the Advisory Terms, the provisions of this Agreement shall govern.



Ready to serve

EPIC Charter Schools

Proposal to provide advisory
services

September 2021

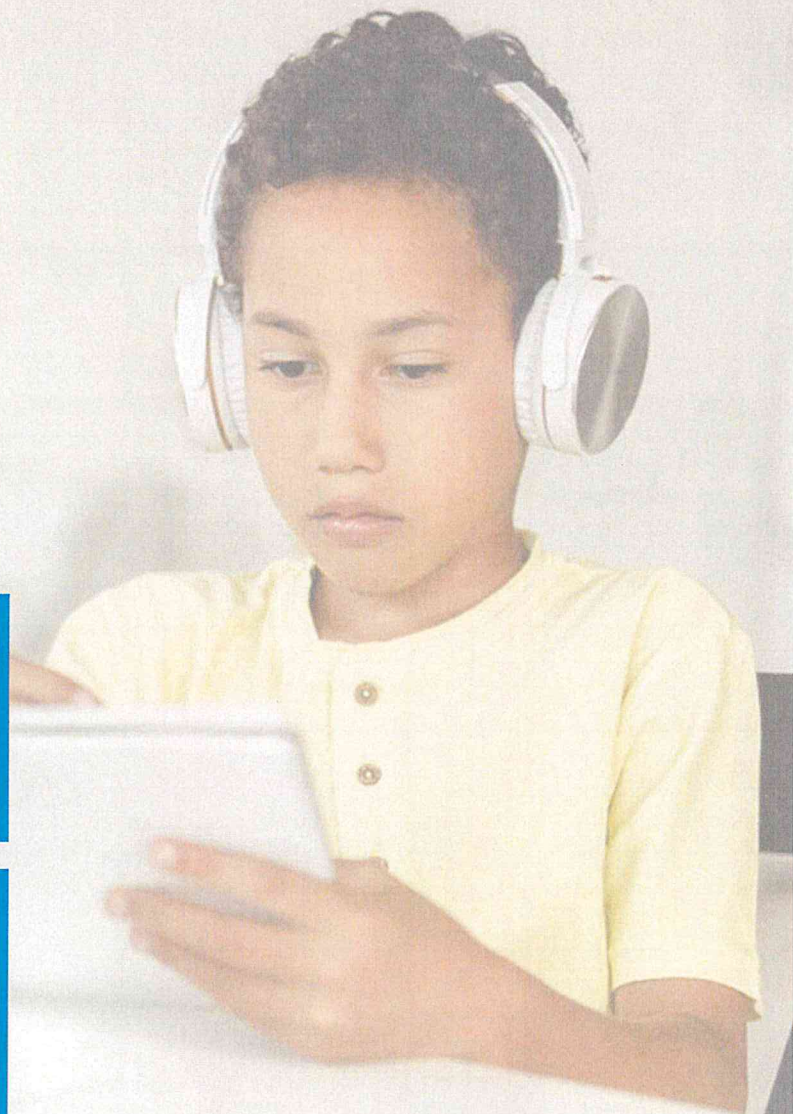


TABLE OF CONTENTS

Scope of work	3
Fees	4
The HoganTaylor difference	5
Firm history	6
HoganTaylor service standards	7
Technology that elevates	8

Scope of work

SCOPE OF WORK (SOW):

- Client seeks to have an independent public accounting firm perform certain procedures for the purpose of providing a report detailing the results of those procedures which may include, but not be limited to:
 - ✓ Adherence to key control processes
 - ✓ Review of documentation for certain accounting transactions
 - ✓ Review or prepare detailed schedules, balance roll forwards and/or reconciliations for key financial statement accounts
- Specific SOW procedures will be developed collaboratively by HT and client personnel or representatives
- Key assumptions:
 - ✓ Client board of directors and management will take full responsibility for the adequacy of the procedures to accomplish its objectives
 - ✓ The deliverable report will be explicitly limited to use by the client and only for its specific purpose, which will be detailed in the report

TIMING:

- Field work is anticipated to begin on or near October 15, 2021 with a draft deliverable presented on or near November 7, 2021.
- Successful timing is highly contingent on timely cooperation of the client as well as the quality and condition of the information provided needed to complete the scope of work.

DELIVERABLES:

- Consulting report detailing procedures performed and results of and findings from those procedures
- Verbal and/or written communication of all matters that come to our attention which, in our professional judgment, could be considered material to a user of our report.

FEES

We recognize that cost is always a factor in the selection your professional service providers. Our fee estimate is intended to be competitive without compromising quality. We believe a fair and reasonable fee arrangement, based on the value of services provided, is essential to the ongoing professional relationship we have with our clients.

Fee Structure

Fees for this engagement will be billed on a time and materials basis at rates ranging from \$110 to \$398 per hour based on the level of the professional assigned to the task.

FEE ESTIMATE

Our proposed fees are based on and dependent upon the following assumptions:

- High-level cooperation from and access to Subject Company personnel including CFO and Controller and/or other top level finance and accounting personnel.
- Timely responses to inquiries
- Timely completion and delivery of client assistance requests
- Timely communication of all significant accounting and financial reporting matters
- Significant unexpected circumstances will not be encountered during the engagement

Other billing matters:

- Out-of-pocket expenses for travel and other incidentals will be billed at cost.
- HT will electronically invoice all professional fees and expenses, net of retainer, at the conclusion of the engagement. Payment is due at transaction closing.
- Overall working relationship will be governed by a master service agreement and individual project scopes of work will be memorialized as addendums to the annual master service agreement.
- If additional services are requested by the client that are significantly outside the scope of this engagement, separate fixed fee project pricing may be obtained and may be governed by a separate engagement letter.
- Send all payments to P.O. Box 1481, Lowell, AR 72745
- HoganTaylor tax ID: 73-1413977

THE HOGANTAYLOR DIFFERENCE

In everything we do we believe in making a positive difference and adding value so those we serve are lifted higher. Our chosen profession is accounting and advisory services, but these things are simply what we do. Why we do these things is to elevate those we serve. Our hope is that you connect with the idea of a professional services firm that is far more interested in you than just providing great services. We want to go well beyond that to a place where you experience relationships and a way of doing business that add value to your mission and success. We believe our purpose is for those in the communities we serve, our clients, and each other. We fulfill our purpose as a firm by putting others above self, getting better every day, and creating an environment of care, mutual respect, and teamwork.



As you interact with us you will know that we genuinely care for you as people and your business success, and that we take our responsibility to serve others seriously. For example, these beliefs have led us to establish service standards that are formalized so that you can hold us accountable. These standards are expressed in the words **RESPONSIVE**, **FOCUSED**, and **PROACTIVE**. What each of these concepts mean to us has been provided to you in this proposal. Our commitment to these standards is how you can know that we will be proactive in our communication, stay mindful of your day-to-day workload, stay flexible at all times, and dedicate sufficient staff who are excellent in living our purpose to meet your needs.

A tangible example of how we live out our purpose is the development of myPortal. When we say that we strive to get better every day, we mean it! It is uncommon for a firm our size to spend the resources and take the time to develop software technology that greatly enhances the communication, workflow and project management of audit engagements. Yet, that is exactly what we have done. **You will find that myPortal is a true differentiator in the efficiency and smoothness of an audit conducted with HoganTaylor.**

We are confident that our proactive service delivery approach and our open communication style, which have helped us establish long-term relationships with other similar organizations, are also suitably matched to your needs.

Our mission is to elevate our communities, our clients, and our people through remarkable service.

HoganTaylor's reputation as a premier accounting firm begins with our people living by our core values. Our core values of **UNITY**, **SERVICE** and **DYNAMIC** – or as we refer to them, **HT3**, are the guiding principles behind everything we do.



HoganTaylor in the community

Watch a short video about HoganTaylor's commitment to community by visiting hogantaylor.com/htcommunity-video/

FIRM HISTORY

HoganTaylor is one of the largest business advisory and public accounting firms in Oklahoma and Arkansas with offices in Oklahoma City, Tulsa, Fayetteville and Little Rock. HoganTaylor's Tulsa, Oklahoma City and Northwest Arkansas offices began doing business as HoganTaylor in 2009, following a merger of two well-established Oklahoma based accounting firms. In 2019, due to growth of our business and additional mergers, the firm was ranked number 91 in the Inside Public Accounting's "IPA 100" list, which ranks the nation's largest accounting firms by U.S. net revenue. We offer a full range of assurance, tax and business advisory services with focuses in various industries and business types including insurance and nonprofit organizations.



PEOPLE

The firm has grown to more than 350 people including 43 partners and principals. Our workforce includes more than 100 CPAs and other professionals that specialize in nontraditional core services such as litigation support, wealth management and outsourced CFO services. We actively recruit new talent from the best college campuses in our area. Additionally, we seek out and hire proven accounting professionals to supplement our growth needs and expand our service abilities.

PRIMEGLOBAL

HoganTaylor LLP is an independent member firm of PrimeGlobal, one of the five largest associations of independent accounting firms in the world. PrimeGlobal provides a wide range of tools and resources to help member firms furnish superior accounting, auditing, tax and management services to clients around the globe.



PrimeGlobal

*An Association of
Independent Accounting Firms*

HOGANTAYLOR SERVICE STANDARDS

People are at the foundation of the service we provide to our clients, our communities, and to each other.

HoganTaylor's unique approach to service is evident in our commitment to consistently exceeding expectations and delivering value.



UNITY | SERVICE | DYNAMIC



TECHNOLOGY THAT ELEVATES

HoganTaylor is a leader in leveraging technology in the delivery of services to our clients. We utilize a completely paperless audit and tax process and the audit methodology of an international CPA firm. We are experts in utilizing IDEA, a data extraction and analysis software, to make sampling selections and perform other data mining techniques to enhance the efficiency and value of our audit procedures.



Our investment in technology includes a secure client portal and collaboration solution that allows the exchange of documents and information, which we have named “myPortal.” myPortal is a secure site developed by HoganTaylor where the client and engagement team can collaborate and communicate on one central platform, allowing all involved parties to participate and contribute to the success of the engagement. Through myPortal, the client and engagement team can view documents, communicate with one another, make requests, and monitor the status of the engagement, all in a secured environment. Helping facilitate engagement success is the efficient and effective delivery of all requested documents and information in a complete and concise form that avoids duplication. myPortal provides both the client and the engagement team with the necessary tools to ensure the success of the engagement.

myPORTAL FEATURES THAT PROVIDE INCREASE EFFICIENCIES

Count on myPortal to improve productivity and increase transparency. We make secure collaboration simple. By keeping it simple, we eliminate the administrative burden of managing requests.



Our investments in technology and innovation reduce the burden of document production and allow both the client and engagement team to stay in constant communication, enhancing the value of our service.



Security

State of the art security for **peace of mind**



Dashboard

Clickable dashboards provide **instant insight** into performance



User Management

Easily know **who has access** to what



Workflow

Smart workflow management improves **transparency**



Replication

Quickly replicate any request listing