Finance Committee

DeKalb Preparatory Academy
Where Every Child's Gift is Nurtured!

DEKALB PREPARATORY ACADEMY BOARD ACTION FORM

June 16, 2022

ACTION FORM: 9-6-28-2022

INFORMATIONAL ☐ **ACTION NEEDED ☒**

Subject: Avolon Accounting

Cost: $ 7,500.00

Initiated by: Marian Simpson, School Operations Manager

Staff Contact:

I. Why is Board Action/Consideration Needed? Also, please indicate one of the following:

✓ ☐ High Priority ☐ Emergency ☒ > $5,000 ☒ Other (Please explain)

II. Fiscal Impact/ Revenue Source: QBE

III. Policy Impact: What departments/stakeholders of the school will benefit?
Stakeholders of Dekalb Preparatory Academy

IV. Is this a one-time expenditure or an annual, on-going expense? One Time Expenditure

V. Board Committee Recommendation:

VI. Background Information:

DPA Fiscal Year 2021-2022 Audit Prep

VII. Alternatives/Implications:

DeKalb Preparatory Academy
Where Every Child's Gift is Nurtured!

DEKALB PREPARATORY ACADEMY
BOARD MEETING MOTION

BOARD ACTION ITEM # 9-06-28-2022

Meeting Date: June 28, 2022

Location: Zoom

Name and Title of maker of the motion: I, move to approve Avolon Accounting to perform the Audit Prep for Dekalb Preparatory Academy for $7,500.00.

Name and Title of second to the motion: I, second the motion to approve Avolon Accounting to perform the Audit Prep for Dekalb Preparatory Academy for $7,500.00.

MOTION:

Action Taken:

Projected Cost: $ 7,500.00

Person responsible for implementation: Marian Simpson

Schedule: June 2022

AVOLON ACCOUNTING

Your Strategic Partner to Success

Proposal - DPA FY21-22 Audit Prep

Prepared by: Candy Yu

DeKalb Preparatory Academy

| wbrookslong@dekalbprepacademy.org
Regarding: Request for Proposal - Financial Services

Dear Wanda Brooks Long,

Thank you for the opportunity to submit our proposal for your Financial Services. At Avolon Accounting, we believe only with effective and innovative financial management can you meet your organization's objectives and milestones.

The attached proposal outlines how Avolon Accounting & CFO Services can work with DeKalb Preparatory Academy to align your enterprise strategy with key financial functions, so it all works together to increase short and long-term sustainability and growth.

Avolon Accounting & CFO Services has served more 15 years in the Charter Schools industry. From capital fund budgeting and forecasting, financial modeling, best practice financial infrastructure creation and audit proof monthly accounting operation and grant management, Avolon Accounting & CFO Services will partner with you to maximize profits and the boards satisfaction, all while respecting your founding vision and company culture.

We've prepared this comprehensive package specifically for DeKalb Preparatory Academy. Please do not hesitate to contact us for any questions. We look forward to partnering with you.
Your success is our business.

Sincerely,

Candy Yu
2022-06-16 17:40:48 (ADT)

Candy Yu
Candy Yu
candy@avolonabs.com

AVOLON ACCOUNTING

TABLE OF CONTENT

AVOLON ACCOUNTING

Executive Summary

Our Mission:

Avolon strive to provide exceptional accounting and CFO services with pride and integrity, to ensure **provide timely, comprehensive, and accurate financial reports and analysis**, and maintain a system of internal accounting and system controls to safeguard all clients assets and ensure financial data integrity.

Company Philosophy:

"A Successful business is the creation of satisfied customers."

About Us:

Avolon Accounting (AABS LLC) was founded by Candy Yu in San Francisco, CA in January 2005. We currently have two offices: one in San Francisco, CA and one in Atlanta, GA. Our staff has over 75 years of combined accounting experience. We have three divisions: For Profit Division, Non-Profit Division, and Government Agency - Charter School Division.

We provide professional services on a virtual basis. We specialize in providing financial service to the under-served charter school market. We focus on establishing and maintaining comprehensive, cost-effective solutions for schools with limited financial resources, but have visions that require strategic financial assistance. We assist our Charter School clients by shaping and strengthening their financial infrastructure to ensure linear and vertical growth that will match their vision and mission. Our highly specialized accountants and CFOs will work with your current auditors and accounting staff if already in place.

Our successful track record in assisting GA Charter Schools -- including high-risk schools -- continues to grow.

Our Achievement Highlights:

- Successfully transitioned five charter schools from national management companies (K-12, Edison etc) to an in-house Avolon accounting system.
- Continue receive 100% clean unmodified opinions in 13 yrs and counting.
- Successfully build financial model to enable schools received over 15 million in both bond financing and capital funding.
- Turned around high risks charter schools for their GA State Charter School Commission (SCSC) financial performance evaluation framework measurement from 10 points to 90 points with 100 point maximum within twelve months.
- Turned around three charter schools from having a cash deficit to having positive cash on hand within twelve months. Avolon clients' average days of cash on hand are over sixty days while SCSC recommends thirty days.
- Our two schools have been awarded GA Best Charter Schools of the Year 2014 and Best Innovative Charter Schools 2019

Candy Yu (CEO / Owner Information)

"I believe charter schools are the future of the American education system. My passion is to help them thrive and operate in accordance with best practice standards, that will position them to achieve and maintain fiscal stability and health."

– Candy Yu

Candy Yu is the founder and CEO of Avolon Accounting & CFO Services (AABS LLC). She graduated CSU with Accounting as major. Her esteemed corporate accounting expertise spans coast-to-coast — taking her from California to Georgia. Voted into the Top 3 of the **Chamber of Commerce's 2014 Top Young Professionals,** Candy has a proven track record of implementing successful financial and accounting solutions in charter schools throughout Georgia.

Over the years, Candy has been recognized for transforming charter schools through her comprehensive, personalized CFO model. She was in the **first graduation class to receive the GA Charter Schools Financial Management Certification**. She also **taught Charter school budget and petition budget 101 courses on behalf of GCSA**. She was the guest speaker **on procurement on behalf of GA State Charter School Commission** at their petition boot camp. She was also invited as guest speakers at varies state and national charter school conferences in New Mexico, Colorado, South Carolina, Alabama, Georgia etc.

Her unrivaled skills and in-depth understanding of academic institutions' financial and accounting structures make her a trusted and sought-after partner among charter schools.

We offer:

Traditional & Customized Charter Accounting & CFO Services:

- Full-Charge Charter School Bookkeeping & Accounting Services
- Monthly Analytical Financial Summary
- Customized Charter Financial Reports synchronized to DOE standards
- Coordination with auditor on annual audit and 990N filing
- QuickBooks Training & Integration
- Additional back-office support where needed
- CFO strategic planning from cash flow management, budgeting, forecasting to financial modeling

For more details, please see our website https://avolonaccounting.com

AVOLON ACCOUNTING

Avolon Service Differentiator

Why Avolon?

Best Practice Operational System: Avolon Accounting & Charter CFO Services has a long successful track record to turn around high-risk charter schools into best practice financial systems. Our staff's structure and service packages are all designed based on the best practice infrastructure from both state and national standards.

Dedicated Client Attention: Avolon Accounting & Charter CFO Services believes clients are the key to our success. Each of our team members is trained to provide one on one attention to each client and its board members. "We are just a phone call or email away" is our motto.

100% Transparency Platform: Avolon Accounting & Charter CFO Services operates on a 100% virtual platform that provides the board and management 100% transparency with visibility to real-time financial data and processes.

100% Audit Passing Rate: Avolon Accounting & Charter CFO Services has demonstrated a 100% audit passing rate with unqualified opinions.

Efficient Customizable Service Packages: Our back-office support and CFO services packages are tailored to each individual schools' uniqueness. Our package is designed to enhance your current process not to replace it, it has demonstrated to improve 10% - 25% efficiency.

Resourceful Vendor Networks: With Avolon Accounting & Charter CFO Services 19 years of efforts within non-profits, Avolon Accounting & Charter CFO Services can provide connections with vendors inside and outside charter space, all Avolon Accounting & Charter CFO Services' client benefit with cost-saving and revenue generation such as 15% supplies discount rate and 1.9% money market interest rate, etc.

Effective Cash Management: All of our clients have a minimum of 90 days of cash on hand. We can turn around negative cash flow to positive cash flow within 6-12 months.

Exceptional Strategic Planning: Through our exceptional understanding of financial modeling and strategic planning, we have successfully assisted charter schools issued over 13M bonds, bringing in over 1.2M from short-term to mid-term working capitals cash.

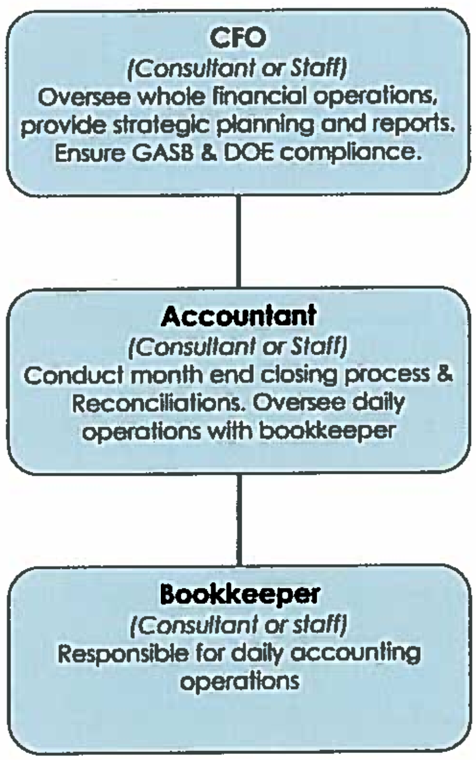
Our Partnership Model: Avolon Accounting & Charter CFO Services believes building partnership is the key to charter success. We currently have two charter clients gone through 2nd renewal and two charter clients have been recognized as "Best Charter School of the year" under our partnership.

Company Summary

Avolon's Unique Approach for Charter Schools

At Avolon Accounting & CFO Services, we understand the challenges that our Charter Schools clients are facing with limited funding and human resource. Our innovative approach with our tier system in combination of our own unique Charter School specific software system - OPUS, with this approach we are not only meets all compliance requirements with timely reporting, but it will also created a proven audit proof process and procedures to meet the ever changing industry and compliance.

Our Charter Division Finance Team Infrastructure (Best Practice Internal Control Standard)



In addition to this structures, we also have an internal Quality Control Director who conduce quarterly quality control (internal audit) for each of our clients to ensure the implementation of our best practice standards.

Our Own Charter School Financial Oversight Software

For past two years, we have launched our own creation - Opus Charter School Financial Oversight Software that help management companies, network schools to manage their grant, operation fiscal compliances, reports and budget with standardized best practice quality control and efficiency cross their platform. This is an option as part of our service package.

AVOLON ACCOUNTING

OUR CHARTER REPUTATION

Throughout GA, Avolon Accounting & Charter CFO Services is a highly-regarded high-quality service provider for charter schools.

Our exceptional understating about charter school operations leads us to create "Budget 101" courses on behalf of GA charter school association, invited as a guest speaker at GA State Charter School Commission petition Bootcamp as well as break out session speaker at SC public alliance charter conference.

With our ability to turn around high-risk charter schools from their grant management to fiscal management, we are THE firm that everyone calls when there is a high-risk charter school issue. Our ability to pass federal grant monitor visits and authorizer monitor visits are well recognized among the GA industry. All charter space lenders consistently seek out partnerships with Avolon Accounting & Charter CFO Services due to their confidence in our strategic planning and ability to ensure tIMely loan repayment

Here are some of the schools that we support:

- Brighten Academy (Outsource back office support and CFO services)
- International Charter School of GA (Outsource back office support)
- Michigan Preparatory Charter School (Outsource back-office support)
- Yi Hwang Charter School (Outsource back office support and CFO services)
- D.E.L.T.A Steam Academy (Outsource back office support and CFO services)
- Tapestry Public Charter School (Outsource back office support)
- Atlanta Unbound Academy (Outsource back office support and CFO services)
- Drew Charter School (Outsource back office support and CFO services)
- GA Cyber Academy (Outsource back office support and CFO services)
- Graduation Achievement Charter High School Academy – Previously known as Provost Academy (Outsource back office support and CFO services)
- Leadership Preparatory Academy (Outsource back office support and CFO services)
- Cirrus Academy (Outsource back office support and CFO services)
- The Globe Academy (Outsource back office support and CFO services)
- Savanna Class Academy (Outsourced CFO services)
- Latin Academy (Outsource back office support and CFO services)
- Ivy Preparatory Young Men's Academy (Outsource back office support and CFO services)
- Ivy Preparatory Girls Academy (Outsource back office support and CFO services)
- Ivy Preparatory Academy Gwinnett (Outsource back office support and CFO services)
- Global Purpose Academy (Outsourced CFO services)
- Destiny Achiever Academy (Outsource CFO services
- Still counting...

AVOLON
ACCOUNTING

SEVERAL TESTIMONIALS (SEE OUR WEBSITE FOR MORE):

"Candy is one of the best investments we've made. She has helped our school transition from management mode to strategic mode, which is paramount to our success." Since 2012 -
Lisa McDonald, *Principal, Brighten Academy Charter School*
(Recognized as GA Charter School of the Year 2014)

"Avolon Accounting & Charter CFO Services p r o v i d e s comprehensive accounting and CFO services for Provost Academy GA. We have been highly satisfied with their great work. Candy Yu's understanding of school district finance is outstanding." Since 2014
--Dr. Monica Henson, *Superintendent& CEO, Provost Academy GA*
(Georgia Online Academy)

"Avolon Accounting & Charter CFO Services has been a true partner when it comes to ensuring the financial fidelity of our school. Mrs. Yu and her team of associates always have the client in mind when performing their services. They are pro-student and it is evident in their work!" Since 2013
-- Dr. Tonya M Williams, *Chief Academy Officer, Leadership Preparatory Academy*
(Renewal Petition Approved in 2015)

"Working with Candy with mutual clientele is effortless. Candy has been easy to contact, pleasant and professional." Since 2007
*- **Meredith Given,** Vice President, SunTrust Bank*

"Candy Yu and Avolon Accounting & Charter CFO Services have been extremely helpful with a school in transition. She has the charter financial background needed to effectively move charter schools towards being financially sound. We are grateful for Candy Yu and her team moving GLOBE Academy to financial stability."
-- Christi Elliott-Earby, *Head of School,*
The GLOBE Academy

"We have worked with Candy and her team and we were impressed with their quality of work and their professionalism."
-- Bamboo Sonaike, MBA, CPA,
Managing Director, Bambo SonaikeCPA, LLC (SCSC authorized auditor)

References (additional reference upon request)

Project Summary

We understand your current challenging environment with the increasingly competitive due to decreased demand for public school spots in New Orleans. In fact, this is a common issue among our southern eastern states.

OBJECTVE:

- AABS LLC will provide both CFO and accounting services to assist DeKalb Preparatory Academy to ensure the smooth transition and collaboration within your current finance department staff thus optimizing operating costs versus FTE revenue by implementing an effective and transparent best practice financial infrastructure and business model that will position the school and management organization future growth.

PROJECT APPROACH:

Project	Start Date	End Date	Frequency
Project I - FY21-22 Audit Prep	06/20/2022	07/20/2022	One Time

Project Details

PROJECT I - FY21-22 AUDIT PREP

Next Steps

GETTING STARTED

If we are selected as your partner in this RFP process, then we will move into contract signing to finalize all scopes and fees.

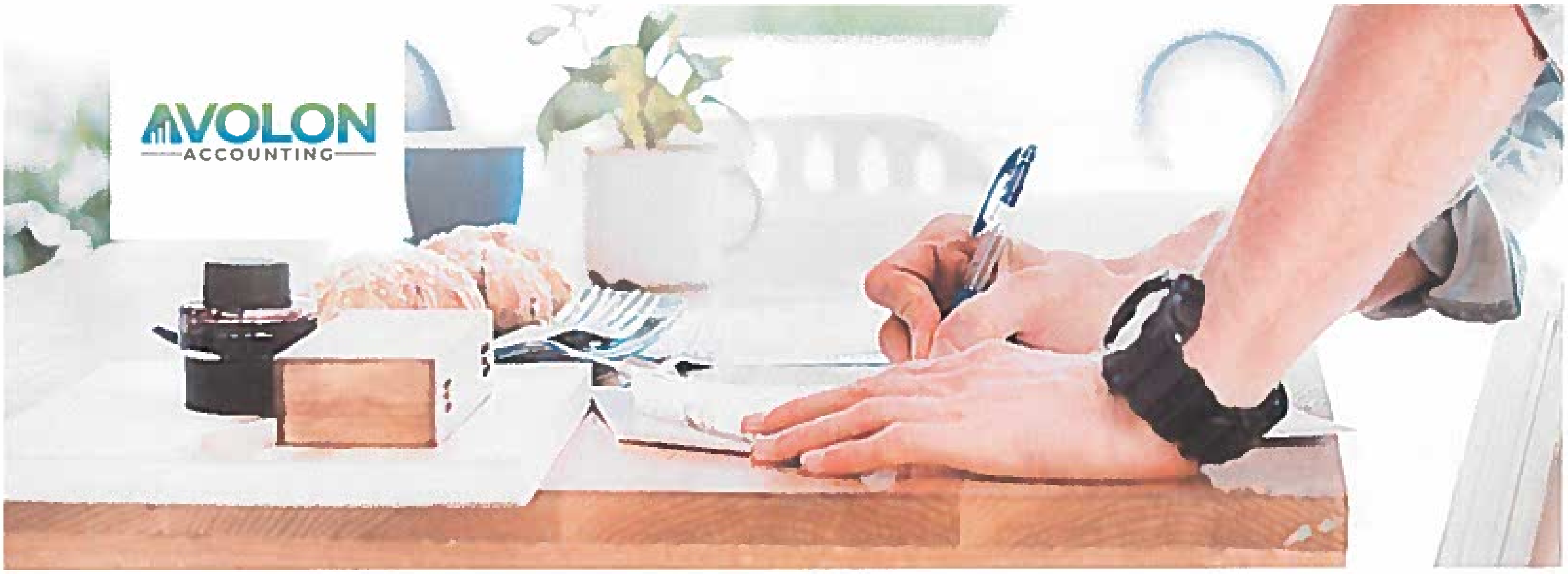
Once the contract is finalized, your financial management team will meet with Avolon Accounting & CFO Services onboarding team to schedule an initial onboarding meeting (about an hour) to review goals, set benchmarks, and develop a work transition plan.

Next, we'll review and assess your financial functions, including your accounting systems and processes while our operation team is working to transition tasks and start the collaboration with your finance team.

Upon onboarding/transition completion, we will provide a survey to ensure that we are on track with our deliverables.

REQUIREMENTS DOCUMENTATION

Upon contract completion, Avolon Accounting & CFO Services team will provide a transition plan that will include a detailed breakdown of the documents and systems access DeKalb Preparatory Academy will be required to provide, as well as an itemized list of the services and consultation Avolon Accounting & CFO Services will provide under our contract.



Signature

1. Please read the contract on the previous page to make sure you understand all the details involved with us working together. It's really important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.
2. If you have any questions at all, please let us know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.
3. Once you feel confident about everything and are ready to move forward, please click the 'sign here' button below.
4. Once we receive notification of your acceptance, we'll contact you shortly to sort out the next steps and get the project rolling.
5. If you'd like to speak to us by phone, don't hesitate to call

Avolon Accounting & CFO Services

Candy Yu

2022 06 16 17:40:48 (AUT)

DeKalb Preparatory Academy

Wanda Brooks Long

AVOLON ACCOUNTING

ATTACHMENT B

BUSINESS LICENSE

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed
Secretary of State
Filing Date: 01/12/2022 17:13:59

BUSINESS INFORMATION		
BUSINESS NAME	:	AABS LLC
CONTROL NUMBER	:	09014084
BUSINESS TYPE	:	Domestic Limited Liability Company
ANNUAL REGISTRATION PERIOD	:	2022, 2023

BUSINESS INFORMATION CURRENTLY ON FILE		
PRINCIPAL OFFICE ADDRESS	:	230 peachtree st nw, Suite 2220, Atlanta, GA, 30303, USA
REGISTERED AGENT NAME	:	Yu, Yui
REGISTERED OFFICE ADDRESS	:	2959 Chapel Hill Road, D208, Douglasville, GA, 30135, USA
REGISTERED OFFICE COUNTY	:	Douglas

UPDATES TO ABOVE BUSINESS INFORMATION		
PRINCIPAL OFFICE ADDRESS	:	230 peachtree st nw, Suite 2220, Atlanta, GA, 30303, USA
REGISTERED AGENT NAME	:	Yu, Yui
REGISTERED OFFICE ADDRESS	:	[redacted]
REGISTERED OFFICE COUNTY	:	Douglas

AUTHORIZER INFORMATION		
AUTHORIZER SIGNATURE	:	Yui Yu
AUTHORIZER TITLE	:	Organizer

AVOLON ACCOUNTING

ATTACHMENT C

BUSNESS CERTIFICATION OF INSURANCE

THE HARTFORD

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

February 23, 2022

Informational Purposes Only
230 PEACHTREE ST NW STE 2200 - 2220
ATLANTA GA 30303-1515

Account Information:

Policy Holder Details :	AABS DBA Avalon Accounting & CFO Services

Contact Us

Business Service Center
Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)
Phone: (866) 467-8730
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: https://business.thehartford.com

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

AVOLON ACCOUNTING

ATTACHMENT C

BUSNESS CERTIFICATION OF INSURANCE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM DD YYYY) 02/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MCGRIFF INSURANCE SERVICES INC/PHS 22273438 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (A C, No, Ext): (866) 467-8730 FAX (A C, No): (888) 443-6112 E MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC#
INSURED AABS DBA Avalon Accounting & CFO Services PEACHTREE CENTER BLDG 230 PEACHTREE ST NW STE (Range 2200 - 2220) ATLANTA GA 30303-1515	INSURER A: Hartford Underwriters Insurance Company — 30104 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM DD YYYY)	POLICY EXP (MM DD YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER			22 SBA AR0D4H	01/26/2022	01/26/2023	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS COMP OP AGG	$4,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / EXCESS LIAB — OCCUR / CLAIMS MADE DED RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y N ANY PROPRIETOR PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	N A					PER STATUTE / OTH ER	
							E L EACH ACCIDENT	
							E L DISEASE - EA EMPLOYEE	
							E L DISEASE - POLICY LIMIT	
A	Professional Liability			22 SBA AR0D4H	01/26/2022	01/26/2023	Each Claim Limit	$1,000,000
							Aggregate Limit	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER	CANCELLATION
Informational Purposes Only 230 PEACHTREE ST NW STE 2200 - 2220 ATLANTA GA 30303-1515	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** AUTHORIZED REPRESENTATIVE Susan L. Castaneda

ATTACHMENT D

AABS W9

AVOLON ACCOUNTING

[redacted]

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
AABS LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

- [x] Individual/sole proprietor or single-member LLC
- [ ] C Corporation
- [ ] S Corporation
- [ ] Partnership
- [ ] Trust/estate
- [ ] Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

- [ ] Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
230 Peachtree Street, Suit #2220

Requester's name and address (optional)

6 City, state, and ZIP code
Atlanta, GA 30303

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
| | | | – | | | – | | | | |

or

Employer identification number
2 6 – 4 4 4 0 0 8 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Yui YN   Date ▶ Oct 19 2021 16:03 EDT

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

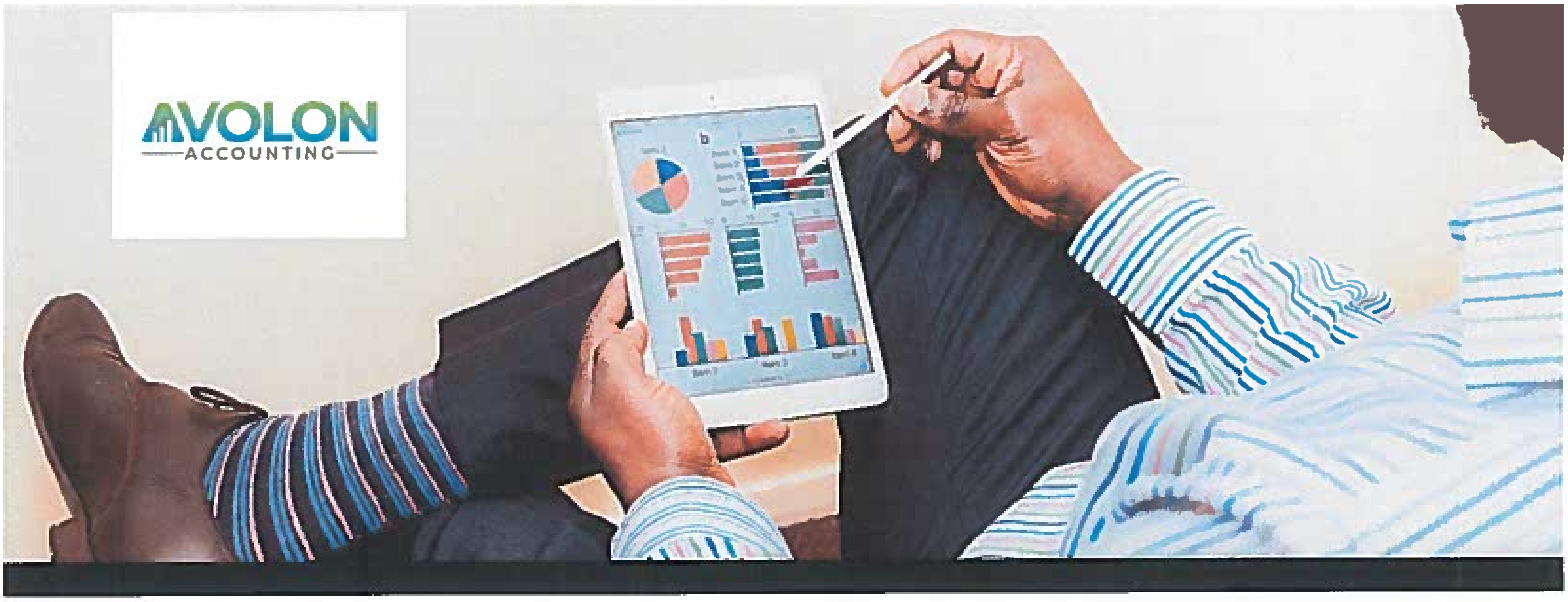
Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might



Services and Fees

Project I – Accounting Infrastructure Assessment (One Time)

__Flat Rate: $7,500.00 One Time (If no other services are selected)

50% Due prior to project start, the balance of 50% due upon project completion
If any other service is selected, this will be complementary

Estimated total 80 hours between accountant and CFO based on the information provided. For any additional hours, it will be charged as $75/hour.

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PROJECT I - FY21-22 AUDIT PREP (ONE TIME)

- Review and reconcile for all bank accounts
- Review and reconcile for all credit card accounts
- Review and reconcile all payroll entries
- Review and reconcile all merchant accounts
- Review and update all P&L items
- Review and Reconcile all balance sheet accounts
- Prepare FY21-22 accounting for audit preparation

TimeLine:

Project Start: June 20, 2022 - July 20, 2022
(If project starts on June 20,2022)

Services and Fees

Project I – Accounting Infrastructure Assessment (One Time)

__Flat Rate: $7,500.00 One Time (If no other services are selected)

50% Due prior to project start, the balance of 50% due upon project completion
If any other service is selected, this will be complementary

Estimated total 80 hours between accountant and CFO based on the information provided. For any additional hours, it will be charged as $75/hour.

PROJECT I - FY21-22 AUDIT PREP (ONE TIME)

- Review and reconcile for all bank accounts
- Review and reconcile for all credit card accounts
- Review and reconcile all payroll entries
- Review and reconcile all merchant accounts
- Review and update all P&L items
- Review and Reconcile all balance sheet accounts
- Prepare FY21-22 accounting for audit preparation

TimeLine:

Project Start: June 20, 2022 - July 20, 2022
(If project starts on June 20,2022)

DeKalb Preparatory Academy
Where Every Child's Gift is Nurtured!

DEKALB PREPARATORY ACADEMY BOARD ACTION FORM

June 16, 2022

ACTION FORM: 10-6-28-2022

INFORMATIONAL ☐ **ACTION NEEDED ☒**

Subject: Brown & Brown of MT Laurel

Cost: $ 59,000.00

Initiated by: Marian Simpson, School Operations Manager

Staff Contact:

I. Why is Board Action/Consideration Needed? Also, please indicate one of the following:

✓ ☐ High Priority ☐ Emergency ☒ > $5,000 ☒ Other (Please explain)

II. Fiscal Impact/ Revenue Source: QBE

III. Policy Impact: What departments/stakeholders of the school will benefit?
Stakeholders of Dekalb Preparatory Academy

IV. Is this a one-time expenditure or an annual, on-going expense? On-going

V. Board Committee Recommendation:

VI. Background Information:

Casualty Insurance for Dekalb Preparatory Academy

VII. Alternatives/Implications:

DeKalb Preparatory Academy
Where Every Child's Gift is Nurtured!

DEKALB PREPARATORY ACADEMY BOARD ACTION FORM

June 16, 2022

ACTION FORM: 15-6-28-2022
INFORMATIONAL ☐

ACTION NEEDED ☒

Subject: Avolon Accounting and CFO Services

Cost: $8,500 monthly totaling $102,000.00 for the year

Initiated by: Dr. Wanda Brooks-Long, Chief Academic Officer: Head of Schools

Staff Contact: Marian Simpson, School Operations Manager

I. Why is Board Action/Consideration Needed? Also, please indicate one of the following:

✓ ☐ High Priority ☐ Emergency ☒ > $5,000 ☒ Other (Please explain)

II. Fiscal Impact/ Revenue Source: QBE/General Fund

III. Policy Impact: What departments/stakeholders of the school will benefit?
All stakeholders of DeKalb Preparatory Academy

IV. Is this a one-time expenditure or an annual, on-going expense? **On-going monthly-$8,500**

V. Board Committee Recommendation: Approved original contract May 2022

VI. Background Information:

Part-time Chief Financial Officer Services $2,500 and monthly Accountant Services $6,000

VII. Alternatives/Implications: Mandated by code

DEKALB PREPARATORY ACADEMY
BOARD MEETING MOTION

BOARD ACTION ITEM # 15-06-28-2022

Meeting Date: June 28, 2022

Location: Zoom

Name and Title of maker of the motion: I. move to approve Avolon Accounting for monthly accounting and Chief Financial Officer services for a monthly rate of $8,500 and a yearly total of $102,000.00

Name and Title of second to the motion: I. second the motion to approve Avolon Accounting for monthly accounting and Chief Financial Officer services for a monthly rate of $8,500 and a yearly total of $102,000.00

MOTION:

Action Taken:

Projected Cost: **$ 102,000.00**

Person responsible for implementation: Marian Simpson, School Operations Manager

Schedule: June 2022

Susan Wright

Position	Current FY 2022	1.50%	TRSGA	Medical	New DPA 2022-24 Salary
Chief Financial Officer	$ 92,456.88	$ 1,386.85	$ 18,472.88	$ 7,142.96	$ 119,459.58

AVOLON
ACCOUNTING

AVOLON ACCOUNTING *Your Strategic Partner to Success*

CONSULTING SERVICES AGREEMENT

Amendment II

DeKalb Preparatory Academy

PREPARED BY:

Avolon Accounting & CFO Services
Candy Yu

AVOLON ACCOUNTING Your Strategic Partner to Success

Amendment # II

THIS AGREEMENT is made as of 6/11/2022 [date] between DeKalb Preparatory Academy. ("Client") and AABS LLC ("Consultant").

(i). Notices to Client should be sent to:

DeKalb Preparatory Academy
1402 Austin Dr
Decatur, GA 30032
Email: wbrookslong@dekalbprepacademy.org

(ii). Notices to Consultant should be sent to:

AABS LLC
230 Peachtree Street NW, Suite 2220
Atlanta, GA 30303
Email: candy@avolonabs.com

IN WITNESS WHEREOF, the parties hereto have signed this contract amendment #2 Agreement as of the date first above written. THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES as all terms listed in the original contract.

CLIENT"	"CONSULTANT"
DeKalb Preparatory Academy	AABS LLC
Wanda Brooks Long	Candy Yu 2022-06 11 11:59:32 (ADT)
By:________________(SEAL)	By:________________(SEAL)
Name:________	Name: Candy Yu
Title:________	Title: Member

AVOLON ACCOUNTING Your Strategic Partner to Success

EXHIBIT A

SCOPE OF SERVICES CHANGES

Subject to the terms and conditions of the Agreement, Consultant shall perform the following services for Client ("Services"):

CURRENT CONTRACT TERM:

May 15, 2022. - June 30, 2022

REVISED CONTRACT TERM:

Extend contract ending date from June 30, 2022 to June 30, 2023

REVISED SCOPE OF SERVICES:

Effective July 1, 2022, to end of the new contract term June 30, 2023

NEW SCOPES

Project I - Monthly Accounting Services (On-Going)

Objective: To provide Provide full-charged daily accounting services with 100% transparency and ensure best practice standards.

Scope of Services:

- Post payroll journal entries and it's reconcliation
- Post all month-end closing entries
- Prepare month-end reconciliations for all accounts (Cash and balance sheet)
- Prepare budget vs actual reports monthly
- Manage grant drawdowns and their accountability up to four grants, additional grants will subject for additional fees
- Manage all year-end entries
- Manage all vendor relations
- Manage all accounting filing system
- Working with CFO on daily basis to ensure proper internal control in the process
- Provide financial data for annual reports
- Payroll Processing is an additional fee
- Etc..

Time Line:

- Contract starting date - contract ending date
- Weekly finance staff meeting each week
- Weekly cash flow projection reports if any
- Weekly bookkeeper reports
- Meet all state and federal reporting deadlines

Project II - PT CFO Services Operation Phases (On-Going)

Objective: To provide guidance and recommendations with CFO strategic planning services to ensure the school's financial operations meet all compliance requirements for an ongoing basis by implementing best practice standards

Scope of Services:

- Oversees daily operations to ensure accuracy and internal control
- Oversees cash flow to ensure positive cash on hand and in reserve as needed
- Prepare and provide monthly financial statements for the school finance committee
- Evaluate current accounting process and infrastructure and continue to streamline the process to improve efficiency
- Streamline current accounting software and maximize its full capacity
- Introduce and implement automation process with various software
- Coordinate with auditors and support on the annual audit
- Provide strategic advice on expansion/renewal if any
- Create, monitor, and manage operational budget and projections
- Create business model templates for various classroom settings and consolidated basis.
- Coordinate with authorizer and school on all compliance requirements and financial reporting
- Etc…

Time Line:

- Contract starting date - contract ending date

Important:

If the school does not engage Avolon's monthly bookkeeping and accountant services and utilize its own bookkeeping and accountant staff. The timeline will be heavily dependent on that bookkeeper's ability to meet Avolon deadlines.

EXHIBIT B
FEES CHANGES

The Payment Schedule will have the following changes:

Effective July 1, 2022, service fees will start as the following

Project I: Monthly Accountant Services (On-Going)

Monthly Flat Rate: $6,000/month

Project II: PT CFO Services (On-Going)

Monthly Flat Rate: $2,500/month

Monthly Fees will reduce from $10,000/month to $8,500/month, Effective July 1, 2022, to the end of the new contract term (June 30, 2022)

- Based on the estimation, the total monthly hours cap at 132 hours with 1 accountant and 1 CFO resources.
- For any additional hours performed, it will be at the hourly rate of $60/hour with the client's prior approval.
- Invoice due 1st of each month

A) Upon the execution of the Agreement, the Client shall pay the first Monthly Fee. In the event the Term commences on a date other than the first day of the calendar month, the first Monthly Fee due upon execution of the Agreement shall be prorated based on the number of days during such calendar month on and after the Effective Date of the Agreement. Thereafter, the Client shall pay the Monthly Fee on or before the first day of each calendar month during the Term of the Agreement.

B) In the event the Agreement is terminated prior to the end of the Term in accordance with Section 3(b) or 3(c) of the Agreement, Client shall pay to Consultant Monthly Fees through the effective date of termination. In the event the effective date of termination is in the middle of a month, Client shall be obligated to pay the full Monthly Fee for such month unless Client terminated the Agreement in accordance with Section 3(c) or Consultant terminated the Agreement in accordance with Section 3(b), in which case Client shall only be obligated to pay the pro-rata Monthly Fee for any partial-month prior to the effective date of termination based on the number of days that have elapsed in such month prior to the termination.

STRATEGIC
FINANCIAL
CONSULTING

June 24, 2022

Dr. Wanda Brooks-Long, Head of School
DeKalb Preparatory Academy
1402 Austin Drive
Decatur, GA 30032

Dear Dr. Brooks-Long,

Charles River CFO, Inc. ("CRCFO") appreciates the opportunity to provide outsourced accounting and finance services to DeKalb Preparatory Academy ("the School"). CRCFO is a professional services firm that delivers a complete accounting and finance outsourcing solution for bookkeeping, accounting, finance, tax and human resources. We can deliver a complete solution or augment the solution you already have.

This letter agreement sets forth our understanding of the terms and objectives of our engagement, the nature and scope of the services we will provide, and the related fee arrangements.

Background

DeKalb Preparatory Academy, a public charter school serving grades K-8 and located in Decatur GA, has expressed a need for interim CFO services.

CRCFO proposes to provide:

- Oversee all financial functions for the school & supervise staff
- Oversee all purchase requisitions, bid requests and contracts
- Oversee internal controls & safeguards
- Responsible for financial audit preparation
- Responsible for the budget process & forecasting
- Establish & maintain appropriate levels of insurance
- Function as liaison with local, state and federal agencies
- Prepare for & attend all Board of Education meetings
- Grant administration & government contracting
- Perform other tasks and duties as required

Accounting and Finance Services

We are available on an as needed basis, allowing you the flexibility to use our services on demand. Functioning as your outsourced accounting and finance function, we use technology to enhance and streamline your back office infrastructure. We work with your current tools and look to assure these tools are being used most efficiently. We can also provide the services listed in Exhibit A. We commit to be available in the event that other areas arise where we can provide additional assistance to you and your business. As the engagement progresses, we may advise if our involvement would be cost effective.

Our assigned CFO provides consistent oversight, direction, and supervision to our staff as well as review of our product deliverables including, but not limited to, closing binders and related financial statements. The CFO should attend all Board Meetings. This helps us help you! Charges related to our routine CFO supervision typically range from 2 to 4 hours per month (or quarter). Additional CFO services will vary and are typically on an as requested basis.

Tax Services

Tax services can be provided annually for both Federal and State as well as individual income tax returns by our tax department. This cost is quoted separately after review of your prior year's returns or current year's ledger.

HR Services

HR services can be provided for the initial set up of compensation, benefits, personnel files, employee handbook, etc. Recruiting services for non-accounting positions can also be provided.

Account Management

There's power in numbers! One of the benefits of choosing CRCFO is that you are assigned a dedicated team. You and your team have access to our entire firm of professionals. To ensure client satisfaction at each of our clients, a CFO is assigned to each account to manage the account. Each month or quarter, the client contact will meet with his or her CRCFO team to review the progress of work completed in the last month or quarter, identify other issues or concerns and establish a focus for the work in the next month or quarter. This consistent oversight of client service delivery allows the client to be well informed of CRCFO's efforts and provide feedback, gives the Service Delivery Team a chance to share its ideas and make recommendations, and encourages the continued application of best practices and improved performance of staff. Charges related to Account Management are generally 1-2 hours per month (or quarter).

STRATEGIC
FINANCIAL
CONSULTING

Fee Arrangements

The fees for our services will be billed on an hourly basis. Our standard rates are as follows:

Bookkeeper - Accountant:	$ 75 to $110 per hour
Advisor - Controller:	$160 to $175 per hour
Sr. Advisor - CFO:	$225 to $275 per hour

Your team will be led by John Gillespie, Nonprofit & Social Enterprise Practice Leader. The CFO will be Paul Brown at $200 per hour. Other team members will be assigned if CRCFO determines their services are required.

Our clients typically establish a budget for our services. This avoids any surprises. Based upon our discussions with you, the weekly budget we've estimated is: $5,000 to $7,000. **This is not a fixed fee.** You will be billed actual hours incurred. You can increase or decrease this budget at any time. The number of hours may be higher due to unforeseen situations. The monthly cost is typically higher for the first several months until we are acclimated. Ad hoc requests are not encompassed in our estimates.

CRCFO is accounting software-agnostic. However, we offer discounted QuickBooks Online and Bill.com pricing to our clients when signing up for these services under CRCFO.

Services can be increased or decreased at your request. Invoices are due upon receipt. All invoices not paid within 30 days of the invoice date will be subject to a late charge of 1.5% per month. If invoices, including late charges, are not paid timely, then all work will be suspended and no work will be performed until all invoices, including late charges, are paid in full. All costs of collection shall be charged to your company. An advance payment of $6,000 (one week of estimated services) is required to execute this agreement and secure our services. Each subsequent week will also be paid in advance. Any overages will then be invoiced and payable upon receipt of invoice at the end of each month. We reserve the right to adjust the weekly advance payment according to service changes.

Invoices for our services shall be paid online with Intuit PaymentNetwork. This free online bank transfer payment service is fast and easy to use. A link to the Intuit PaymentNetwork is provided on our invoice. Please note that payment by credit card may incur additional charges.

You are responsible for any out-of-pocket expenses, such as travel and direct purchases by CRCFO, which we expect to be minimal. Direct purchases might include software or other office supplies for your location, if any.

Term and Termination

This agreement is for the remainder of the current year with automatic renewals on January 1 of the following years unless terminated. Please note that our rates increase annually on January 1. Either party may terminate this agreement upon 30 days written notice prior to termination.

Our Employees

All personnel representing our company are employees or contracted agents of CRCFO. As such, they are obligated to provide high quality service to our clients and are obligated to our company under confidentiality, non-compete, and non-solicitation agreements. Accordingly, they are not retainable as employees or contractors by our clients or your agents and you agree not to solicit, hire or retain their services for any purpose.

Other Items

Our staff including our CFOs are not authorized to sign important client documents, bank agreements, contracts, checks (and other forms of payment documents), SEC documents, etc. An officer of the School signs all such documents. To the extent we are preparing such documents for your signature, you agree to add our assigned CFO to the School's Directors & Officers Insurance to the same level that would be granted to any other Corporate Officer.

Due to concerns over data security, our clients may prefer our staff work on computer hardware and software provided by your school. We may require access to banking and credit card companies in order to sync transactions with your accounting system. You agree to grant us access to establish the data synchronization.

To be the most time efficient, our services are provided remotely. We are also available to work on site.

This specific engagement cannot be relied upon to disclose errors, irregularities or illegal acts, including fraud or defalcations, which may have taken place. We will promptly notify you if we become aware of any such errors, irregularities or illegal acts during the performance of our services.

Because our services do not constitute an examination in accordance with standards established by the American Institute of Certified Public Accountants (the "AICPA"), we are precluded from expressing an opinion as to whether the financial statements provided by the organization are in conformity with generally accepted accounting principles or any other standards or guidelines promulgated by the AICPA, or whether the underlying financial and other data provide a reasonable basis for the statements.

We accept no responsibility for damages, which may result from actions taken by third parties who purport to have relied on reports that may be prepared by us. Similarly, because our services are being performed to provide information that you feel will be useful, we cannot be responsible for damages.

If the above terms are acceptable to you and the services outlined are in accordance with your understanding, please sign this engagement letter in the space provided and email it to us. Upon receipt, we will then generate an invoice for the deposit. Once both the engagement letter and deposit are received, services can commence.

Dr. Brooks-Long, we are looking forward to serving you and your organization as it continues to grow and prosper and are prepared to start the work immediately in order to meet deadlines.

Sincerely,

Ann M. Vickers

Ann M. Vickers, CPA
Chief Executive Officer

Accepted and approved for DeKalb Preparatory Academy:

By: ______________________________ Date: ____________
Dr. Brooks-Long, Head of School

Billing Contact Name: ______________________________

Billing Contact Email: ______________________________

Exhibit A
List of Available Services

Bookkeeping
- ☐ Enter/import transactions into QuickBooks or other accounting system
- ☐ Reconcile bank accounts
- ☐ Produce tax ready financial statements

Accounting
- ☐ Accounts payable
- ☐ Accounts receivable including billing and collections when appropriate
- ☐ Payroll
- ☐ Journal entries (depreciation, accruals, etc.)
- ☐ Reconcile bank accounts
- ☐ Tag fixed assets
- ☐ Backup accounting system

Controller
- ☐ Implement starter kit
- ☐ Implement accounting system
- ☐ Implement Policies and Procedures
- ☐ Cash management, forecasting, and budgeting
- ☐ Grant reporting and tracking
- ☐ Design chart of accounts
- ☐ Assistance with establishing employee benefits
- ☐ Reconciliation of all balance sheet accounts
- ☐ Close the Company's books on a monthly basis and prepare closing binder
- ☐ Prepare financial statements and review with management
- ☐ Prepare weekly flash report

CFO
- ☐ Strategic business planning
- ☐ Financial modeling, planning and analysis
- ☐ Prepare reporting to management and the Board
- ☐ Attend all Board Meetings
- ☐ Provide advice on structuring revenue streams and other complex transactions
- ☐ Establish banking relationships and cash management services
- ☐ Financing of equipment or establishment of credit lines
- ☐ Provide advice and assistance on all financings, including negotiating and due diligence
- ☐ Design and implement budgeting process and expense controls
- ☐ Negotiate/assist management with contractual arrangements
- ☐ Provide insight on all contracts for business and accounting implications

- ☐ Equity transaction tracking and reporting
- ☐ Risk management including insurance and bank investments
- ☐ Provide financial leadership and training

Projects

- ☐ Revenue Recognition
- ☐ Public Company Readiness (IPOs/SPACs)
- ☐ SEC reporting (S1/S4, Qs/Ks)
- ☐ Due diligence for mergers and acquisitions (or funding)
- ☐ Audit Readiness including Technical Memorandums
- ☐ Technical GAAP services
- ☐ Drafting financial statements and related footnotes
- ☐ Equity accounting and 409a valuations
- ☐ Purchase accounting
- ☐ Grant administration and government contracting
- ☐ System implementations
- ☐ PPP and ERTC applications
- ☐ Sarbanes-Oxley 404 compliance
- ☐ Contract assignments for various projects (business planning, complex financial modeling)

Tax

- ☐ R&D tax credits
- ☐ Corporate tax return preparation
- ☐ Tax planning and strategy
- ☐ Tax compliance
- ☐ Sales and use tax
- ☐ Payroll tax
- ☐ Franchise tax
- ☐ Transfer pricing analysis

HR

- ☐ Compensation
- ☐ Benefits
- ☐ Employee handbook development
- ☐ Initial Setup, Audit, and Maintenance of personnel files
- ☐ Performance management
- ☐ Employee relations
- ☐ Full cycle recruiting
- ☐ New hire orientation

Wanda Brooks-Long

From:	Jim Swartz <jim.swartz@tatum-us.com>
Sent:	Friday, June 24, 2022 1:41 PM
To:	Wanda Brooks-Long
Subject:	[EXTERNAL]Re: [EXTERNAL]Fwd: Tony Luchtefeld for Interim CFO

Doctor,

The dollar amounts are added to The Schedule when you decide on a specific Tatum resource.

If you choose to proceed with Tony Luchtefeld, the dollar amount billed from Tatum will be $110 per hour. The Agreement provides for an overtime premium of $165 per hour for hours in excess of 40 per week.

As an alternative, we can do a flat Weekly Rate, based on 45 hours per week, in the amount of $4,950 per week.

Another alternative would be to direct-hire Tony, in which event a one-time fee of 30% of first year estimated total compensation would be due to Tatum. Please let me know if there is interest in that approach.

Hopefully this helps. Please let me know if I can do anything further. Thanks.

Best regards,

Jim

On Fri, Jun 24, 2022 at 10:24 AM Wanda Brooks-Long <wbrookslong@dekalbprepacademy.org> wrote:

Hi Jim.

There are no dollar amounts in the contract.

From: Jim Swartz <jim.swartz@tatum-us.com>
Sent: Friday, June 24, 2022 10:13 AM
To: Wanda Brooks-Long <wbrookslong@dekalbprepacademy.org>
Subject: [EXTERNAL]Fwd: Tony Luchtefeld for Interim CFO

CAUTION: This email originated from outside of DeKalb Preparatory Academy. Do not click links or open attachments unless you recognize the sender and know the content is safe. Please use the Junk/Phishing reporting feature in your Outlook Email to report any suspicious emails so that an investigation can be started if needed.

Doctor,

Sorry Tony's resume was not attached. It is now. Thanks.

Best regards,

Jim

Jim Swartz, Managing Partner
Tatum
3625 Cumberland Blvd. SE, Suite 600
Atlanta, GA 30339
T: 404-418-4216
M:407-342-2345
jim.swartz@tatum-us.com
www.tatum-us.com

---------- Forwarded message ---------
From: **Jim Swartz** <jim.swartz@tatum-us.com>
Date: Fri, Jun 24, 2022 at 10:10 AM
Subject: Tony Luchtefeld for Interim CFO
To: Dr Wanda Brooks-Long <wbrookslong@dekalbprepacademy.org>

Hi Doctor,

Following is a summary and attached is the resume of Tatum's best available interim resource for your referenced need.

Tony Luchtefeld

- CPA - IL
- Ends current assignment 06/31/22
- Deep experience with Non-Profit organizations
- Heavy Quickbooks experience. Advanced Excel
- Federal Grant compliance with Salvation Army & AID Atlanta
- Can commute in-office every day
- Trained, developed and mentored numerous staff
- Vaccinated & Boosted
- Available for a long term engagement or can be a direct hire. Current engagement ends 6/30/22. If extended, two weeks notice will be necessary
- $110 per hour and $165 per hour for weekly hours in excess of 40

I look forward to hearing from you. Thanks.

Best regards,

Jim

Jim Swartz, Managing Partner
Tatum
3625 Cumberland Blvd. SE, Suite 600
Atlanta, GA 30339
T: 404-418-4216
M:407-342-2345
jim.swartz@tatum-us.com
www.tatum-us.com

---------- Forwarded message ---------
From: **Jim Swartz** <jim.swartz@tatum-us.com>
Date: Thu, Jun 23, 2022 at 3:10 PM
Subject: Immediate Interim CFO Need
To: Dr Wanda Brooks-Long <wbrookslong@dekalbprepacademy.org>

Hi Doctor,

Thanks for your time to discuss your need for the referenced resource for Dekalb Preparatory Academy. Following is my understanding of your organization, the situation, the work, the profile of the best fit Tatum resource, the action plan and our terms. Please make any refinements to ensure that we are aligned.

Dekalb Preparatory Academy

Dekalb Preparatory Academy Charter is a charter school located in Decatur, GA at 1402 Austin Dr, Decatur, GA 30032. The school serves 585 K-8 students. Annual top line revenue is $7M. Accounting is maintained on Quickbooks. Payroll is on ADP.

Situation

- The former CFO left in May. The plan is to engage an Interim CFO for a year, during which time a Business Administrator will be hired, trained (in part by the Interim CFO) and ramped up.

Role

- Hands on oversight of transactional accounting and maintenance of accurate books and records.
- Leadership of one A/P - A/R person and the Business Administrator, the Operations Manager, the Facilities / Nutrition Manager and Procurement.
- Timely and accurate periodic and ad hoc reporting.
- Financial analysis, budgeting, forecasting.
- Involvement with Federal grants and fund development.
- Partner with Senior Leadership.
- Support or fill the role of Board Secretary.

Profile of the Best Fit Tatum Resource

- CPA or equivalent.
- Not for profit experience. Education experience is a big plus.
- Hand on capability. Advanced Quickbooks and Excel.
- Analytical mindset. Budget and forecast experience.
- Operational focus beyond Accounting.
- Strategic. Boardroom presence. Experience as. or supportive of, the role of Board Secretary.

- Collaborative leadership profile.
- Immediately available. Willing to come to the office daily. OPen to a longer term assignment.

Action Plan

- This email, including the Terms below, is the way Tatum works. It is simple.
- I expect that soon after you receive this, I will send you the background(s) of our best available, qualified, immediately available Tatum resources, and will look for your feedback and next steps.
- When you select a resource, an Agreement will be executed between us and Tatum will do a background check and credit check and onboard the resource as a Tatum W-2 employee., for which you will be billed.
- During the engagement I will be in touch with you and the resource along the way to ensure that expectations are being met by all.
- Provided mutual agreement of you and the resource, you may convert the resource from Interim to your direct hire employment, by paying a fee.

Terms

- In fairness to our clients that make the first contractual commitment, we operate on a first-to-contract basis. Our standard Services Agreement is attached. This Agreement is not needed unless you decide to move forward with a Tatum Resource.
- Bill rate for an Interim Controller/CFO is typically in a range around $175 per hour and $262.50 per hour for weekly hours in excess of 40. The actual rate is a function of the specific resource engaged.
- Our focus is only on local resources.
- Fees incurred one week are billed the following week with 10 days payment terms. An advance deposit in the amount of three weeks of estimated billings is applied to the final invoices.

Thanks for the opportunity to be considered. I look forward to hearing from you.

Best regards,

Jim

Jim Swartz, Managing Partner
Tatum
3625 Cumberland Blvd. SE, Suite 600
Atlanta, GA 30339
T: 404-418-4216
M:407-342-2345
jim.swartz@tatum-us.com
www.tatum-us.com

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This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

TATUM SERVICES AGREEMENT

This TATUM SERVICES AGREEMENT (this "**Agreement**"), entered into as of the Month Day, Year, is by and between **RANDSTAD PROFESSIONALS US, LLC d/b/a Tatum,** a Delaware limited liability company, with offices at 3625 Cumberland Boulevard, Suite 600, Atlanta, GA 30339 ("**Tatum**"), and **Company's Legal Name**, with offices at **Company's Address** (the "Company"). A "**Party**" shall mean either Tatum or the Company, as the case may be; the "**Parties**" shall mean Tatum and the Company, collectively.

WHEREAS, the Company desires to engage Tatum to perform certain outsourced interim services; and, Tatum is willing to provide the services of its personnel to perform such tasks subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, Tatum and the Company agree as follows:

1. **Services**. The services (the "**Services**") and fees will be more particularly described on the template Schedule attached hereto and will be provided by the individual professional (the "**Tatum Professional**") identified on such Schedule. Schedules for additional Tatum Professionals may be added from time to time upon the mutual written agreement of the Parties. In addition, upon the request of the Company and the execution of an additional Schedule to this Agreement, Tatum will provide search Services to the Company, all as more particularly described on such Schedule.

2. **Engagement.** The Tatum Professional will be engaged by Tatum and Tatum will be solely responsible for determining the conditions, terms and payment of compensation and benefits for the Tatum Professional. The Company will be solely responsible for: establishing and approving appropriate work locations for the Tatum Professional at the Company's site or other remote locations; providing the Tatum Professional day-to-day guidance, supervision, direction, assistance; and providing the Tatum Professional with all information necessary for the successful and timely completion of the Services. Tatum will have no oversight, control, or authority over the Tatum Professional with respect to the Services or work locations. The Company acknowledges that it is solely responsible for the sufficiency of the Services for its purposes and any work product required of the Tatum Professional. The Company will designate a management-level individual to be responsible for overseeing the Services, and the Tatum Professional will report directly to the Company manager with respect to the provision of the Services. Unless the Tatum Professional is acting as an executive officer of the Company and is authorized by the Company to make such decision, the Company will not permit or require the Tatum Professional to be the ultimate decision making authority for any material decision, government reporting or public filing relating to the Company's business, including, without limitation, any proposed merger, acquisition, recapitalization, financial strategy or restructuring.

3. **Fees and Expenses**. The Company will pay Tatum the fees set forth on the applicable Schedule. In addition, the Company will reimburse Tatum directly for all travel and out-of-pocket expenses incurred in connection with this Agreement (including any Schedules). Tatum shall invoice the Company for, and the Company shall pay to Tatum for further remittance to the appropriate taxing authorities, any sales or use taxes applicable to the Services. If the Company claims that it is exempt from any such sales or use taxes, then the Company must provide Tatum with an exemption certificate satisfactory to Tatum.

4. **Payment Terms**. Payments to Tatum should be made within 10 days of receipt of invoice by electronic transfer in accordance with the instructions set forth below or such alternative instructions as provided by Tatum from time to time. Tatum will bill for Services weekly in arrears. In the event Company voluntarily files a Chapter 11 bankruptcy petition (or becomes subject to an involuntary bankruptcy petition), it shall, as soon as practicable thereafter, seek entry of an Order from the U.S. Bankruptcy Court having jurisdiction over Company's bankruptcy case(s), in form and substance acceptable to Tatum, (a) assuming this Agreement, (b) authorizing payment to Tatum as part of any employee wage motion filed by or on behalf of Company, or (c) naming Tatum as a 'critical vendor' and authorizing the payment of Tatum's pre-petition invoices. Company acknowledges that its failure to timely procure either such Order shall automatically serve as grounds for Tatum's immediate rejection/termination of this Agreement. Company acknowledges that Tatum is relying on this provision as an inducement to enter into this Agreement and provide further services to Company from and after the date

hereof. In lieu of terminating this Agreement, Tatum may suspend the provision of any Services if amounts owed are not paid in accordance with the terms of this Agreement.

Bank Name and Address: Bank of America Merrill Lynch, 1401 Elm Street, Dallas, TX 75202
Beneficiary: Tatum
Beneficiary Account Number: 8188293153
ABA Transit/Routing Number: 071000039
Please reference the Company's name in the body of the payment.

5. **Effective Date and Termination**. This Agreement will be effective as of the earlier of (i) the date Tatum begins providing Services to the Company, or (ii) the date of the last signature to this Agreement as indicated on the signature page. In the event that a Party commits a breach of this Agreement (including any Schedule) and fails to cure the same within 10 days following delivery by the non-breaching Party of written notice specifying the nature of the breach, the non-breaching Party may terminate this Agreement or the applicable Schedule effective upon written notice of such termination. The termination rights set forth in this Section are in addition to and not in lieu of the termination rights set forth in each of the Schedules.

6. **Conversion and Professional Placement Fees**

(a) **Conversion Fee.** If, at any time during the time frame in which a Tatum Professional is providing Services to the Company and for a period of 12-months thereafter, other than in connection with this Agreement or another Tatum agreement, the Company or any of its subsidiaries or affiliates employs such Tatum Professional, or engages such Tatum Professional as an independent contractor, the Company will pay Tatum a placement fee in an amount equal to 35% of the Annualized Compensation (as defined below). "**Annualized Compensation**" is defined as salary, incentive, signing and other bonuses, and any other compensation that may be earned by the Tatum professional during the first 12 months of service with the Company (or its subsidiary or affiliate) regardless of when or if such compensation is actually paid.

The placement fee shall be due upon the commencement of the Tatum Professional's employment or engagement with the Company (or its subsidiary or affiliate).

(b) **Professional Placement Fee.** Separate from the interim Services provided by the Tatum Professional, if requested by the Company, Tatum can provide direct hire services by developing an applicant flow through its sources and refer qualified candidates for various financial, accounting, information technology and similar direct hire positions to the Company on an as needed basis (the "Direct Hire Candidate").

In consideration for Tatum providing Direct Hire Candidates, if the Company hires a Direct Hire Candidate referred by Tatum within one year of such referral, regardless of whether this Agreement has terminated, the Company agrees to pay Tatum a one-time professional service fee in an amount equal to 35% of the candidate's Annualized Compensation, as defined in 6(a). A candidate is considered referred by Tatum if Tatum submits the candidate's resume or curriculum vitae (in paper, electronic, or facsimile format) to the Company, unless the Company can show that it was already in possession of the candidate's resume or curriculum vitae before the referral by Tatum ("Prior Referral"). For avoidance of confusion, the Company shall notify Tatum of a Prior Referral with supporting documentation within three (3) business days of the presentment of the Direct Hire Candidate.

(c) **Guarantee.** Tatum provides a Direct Hire Candidate Guarantee on the following terms: (i) the guarantee is conditioned upon the Company's timely payment of the fees due to Tatum; (ii) the guarantee applies only if Tatum is notified in writing within 30 days of the Direct Hire Candidate's start date that the Direct Hire Candidate has voluntarily resigned or was terminated for cause; and (iii) for a period of six (6) months from the date Tatum is notified of a Direct Hire Candidate's resignation/termination for cause, Tatum will use commercially reasonable efforts to find a substantially similar replacement for that Direct Hire Candidate (i.e., similar qualifications, title/position and salary range) without further charge to the Company.

The guarantee provided in this Section shall not apply if the Company: (iv) failed to timely pay the fees due pursuant to Section 4 of this Agreement; (v) seeks a replacement which is not substantially similar to the Direct Hire Candidate position filled, as defined in Section 6(c)(iii); or (vi) terminated the Direct Hire Candidate's engagement for a reason other than those listed in Section 6(c)(ii). For, example, the guarantee would not apply if the termination was the result of the Company's reorganization (e.g., change in the executive reporting structure, corporate organization or executive leadership), position elimination, reduction in force, acquisition/sale, or a material change in the Company's support needs, including changes in the anticipated job scope or responsibility of the Direct Hire Candidate.

7. **<u>Warranties and Disclaimers</u>. TATUM DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY, OR FITNESS OF USE OR PURPOSE. WITHOUT LIMITING THE FOREGOING, TATUM MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE TATUM PROFESSIONAL OR THE SERVICES PROVIDED HEREUNDER, AND TATUM WILL NOT BE RESPONSIBLE FOR ANY ACTION TAKEN BY THE COMPANY IN FOLLOWING OR DECLINING TO FOLLOW ANY OF THE TATUM PROFESSIONAL'S ADVICE OR RECOMMENDATIONS. THE SERVICES PROVIDED BY TATUM AND THE TATUM PROFESSIONAL HEREUNDER ARE FOR THE SOLE BENEFIT OF THE COMPANY AND NOT ANY UNNAMED THIRD PARTIES. THE SERVICES WILL NOT CONSTITUTE AN AUDIT, REVIEW, OPINION, OR COMPILATION, OR ANY OTHER TYPE OF FINANCIAL STATEMENT REPORTING OR ATTESTATION ENGAGEMENT THAT IS SUBJECT TO THE RULES OF THE AICPA OR OTHER SIMILAR STATE OR NATIONAL PROFESSIONAL BODIES OR LAWS AND WILL NOT RESULT IN AN OPINION OR ANY FORM OF ASSURANCE ON INTERNAL CONTROLS.**

8. **<u>Limitation of Liability; Indemnity.</u>**

(a) **TATUM'S LIABILITY IN ANY AND ALL CATEGORIES AND FOR ANY AND ALL CAUSES ARISING UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, WILL, IN THE AGGREGATE, NOT EXCEED THE ACTUAL FEES PAID BY THE COMPANY TO TATUM OVER THE PREVIOUS TWO MONTHS OF THIS AGREEMENT WITH RESPECT TO THE TATUM PROFESSIONAL FROM WHOM THE LIABILITY ARISES. IN NO EVENT WILL TATUM BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, INTERRUPTION OR LOSS OF BUSINESS, PROFIT OR GOODWILL. AS A CONDITION FOR RECOVERY OF ANY LIABILITY, THE COMPANY MUST ASSERT ANY CLAIM AGAINST TATUM WITHIN THREE MONTHS AFTER DISCOVERY OR 60 DAYS AFTER THE TERMINATION OR EXPIRATION OF THE APPLICABLE SCHEDULE UNDER WHICH THE LIABILITY ARISES, WHICHEVER IS EARLIER.**

(b) **THE COMPANY AGREES TO INDEMNIFY TATUM AND THE TATUM PROFESSIONAL TO THE FULL EXTENT PERMITTED BY LAW FOR ANY LOSSES, COSTS, DAMAGES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), AS THEY ARE INCURRED, IN CONNECTION WITH ANY CAUSE OF ACTION, SUIT, OR OTHER PROCEEDING ARISING IN CONNECTION WITH THE TATUM PROFESSIONAL'S SERVICES TO THE COMPANY.**

9. **Insurance.**

(a) **Tatum.** At all times during the term of this Agreement, Tatum shall maintain at its expense and benefit (a) Workers' Compensation insurance which provides coverage for all employees of Tatum, including Tatum Professionals, as required by applicable law, and (b) comprehensive general liability insurance with a policy limit of not less than $1,000,000 per occurrence and $1,000,000 in the aggregate.

(b) **Company.** If Company is a public company and requires a Tatum Professional to serve as a Company officer or director, even on an interim basis, then Company shall maintain directors and officers insurance ("D&O Insurance") covering the Tatum Professional in an amount reasonably acceptable to the Tatum Professional at no additional cost to Tatum or the Tatum Professional. If the Company is private and requires a Tatum Professional to serve as a Company officer or director, even on an interim basis, it will provide the Tatum Professional with substantially similar D&O Insurance as is provided to Company's officers and directors, if any.

To the extent D&O Insurance is required by the above terms, Company will maintain such insurance at all times while this Agreement remains in effect. Furthermore, the Company will maintain such insurance coverage with respect to occurrences arising during the term of this Agreement for at least five years following the termination or expiration of the applicable Schedule or will purchase a directors' and officers' extended reporting period or "tail" policy to cover the Tatum Professional for such five year time period. The Company's D&O Insurance must be primary and non-contributory. Upon the execution of this Agreement and at any other time requested by Tatum, the Company will provide Tatum a certificate of insurance evidencing that the Company is in compliance with the requirements of this Section with a note in the Description of Operations section of the certificate indicating that the coverage is extended to the Tatum Professional.

10. **Company Circumstances.** In the case that the Company acknowledges to Tatum and the Tatum Professionals that, as of the date of this Agreement, it is -- and has been for a considerable period of time one or more of the following: in dire financial condition, suffering extensive losses, operating with negative EBITDA, or experiencing insufficient cash-flow; and as a result, Company has been unable to obtain further credit or investment and may well need to consider reorganization or liquidation in bankruptcy; the Tatum Professionals will endeavor to assist the Company in finding alternatives to bankruptcy. Tatum and the Tatum Professionals offer no assurances that the Company can otherwise be restructured or that the Company's distressed condition can be reversed.

Change in Company Circumstances. During the term of this Agreement, if the Company's financial condition or liquidity significantly deteriorates or the Company enters into discussions with restructuring or bankruptcy advisors, Tatum and the Company will review the current fee structure and payment terms under this Agreement (including any Schedule) and agree on appropriate modifications. For instance, Tatum may switch to an hourly rate if Tatum Professionals are required to work extended hours or a premium may be imposed for hours worked in excess of eight (8) hours. In addition, Tatum and the Company will discuss the need for additional Tatum professionals with specialized skills in working with companies undergoing significant debt and equity restructuring, and as needed, Tatum professionals with experience helping companies seeking or operating under bankruptcy protection. The agreed upon additional professionals will be engaged under terms and fees commensurate to the expertise and services to be provided. In the event that Tatum and the Company cannot agree on appropriate modifications to this Agreement (including any Schedule) or the need for additional Tatum professionals, Tatum may immediately terminate this Agreement or any Schedule upon notice to the Company.

11. **Sanctions.** Company represents that any provision of services by Company and any payment by Company to Tatum shall not result in any breach of any trade, economic or financial sanctions laws or regulations.

12. **Non-Solicitation.** Neither Party shall solicit or hire any employee of the other Party directly involved in the performance of this Agreement or that either party became aware of through the performance of this Agreement during the term of this Agreement and for a period of six (6) months thereafter; provided, however, that this provision shall not restrict in any way either Party's right to solicit or recruit generally in the media or on the internet and shall not prohibit either Party, nor any subsidiary, parent or affiliated entity, from hiring an employee of the other Party who answers any advertisement or who otherwise voluntarily applies for hire without having been personally solicited or recruited.

13. **Governing Law and Witness Fees.**

(a) This Agreement will be governed by and construed in accordance with the laws of Georgia, without regard to conflicts of laws provisions.

(b) This Agreement and the rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the laws of the state of Georgia, without giving effect to provisions thereof regarding conflict of laws. All claims arising out of or related to this Agreement must be litigated exclusively in the Superior or State Courts of Cobb County, Georgia, provided, however, that any such claim or cause of action may be brought in, or removed to, the United States District Court for the Northern District of Georgia, Atlanta Division, to the extent that such court would have jurisdiction over the subject matter of such action. Company and Tatum waive any objection based on personal jurisdiction and forum and waive any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above. Each Party agrees that a final judgment in any such action shall be conclusive and may be enforced in any other jurisdiction in any manner provided by law.

(c) In the event any employee of Tatum (including, without limitation, any Tatum Professional) is requested or authorized by the Company or is required by government regulation, subpoena, or other legal process to produce documents or appear as witnesses in connection with any action, suit or other proceeding initiated by a third party against the Company or by the Company against a third party, the Company will, so long as Tatum is not a party to the proceeding in which the information is sought, reimburse Tatum for its professional's time (based on customary rates) and expenses, as well as the fees and expenses of its counsel, incurred in responding to such requests. This provision is in addition to and not in lieu of any indemnification obligations the Company may have under this Agreement.

14. **Miscellaneous.**

(a) This Agreement together with all Schedules constitutes the entire agreement between the Parties with regard to the subject matter hereof and supersedes any and all agreements, whether oral or written, between the Parties with respect to its subject matter. No amendment or modification to this Agreement will be valid unless in writing and signed by both Parties.

(b) If any portion of this Agreement is found to be invalid or unenforceable, such provision will be deemed severable from the remainder of this Agreement and will not cause the invalidity or unenforceability of the remainder of this Agreement, except to the extent that the severed provision deprives either Party of a substantial portion of its bargain.

(c) Neither Party will be deemed to have waived any rights or remedies accruing under this Agreement unless such waiver is in writing and signed by the Party electing to waive the right or remedy. The waiver by any Party of a breach or violation of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement.

(d) Neither Party will be liable for any delay or failure to perform under this Agreement (other than with respect to payment obligations) to the extent such delay or failure is a result of an act of God, war, earthquake, civil disobedience, court order, labor dispute, or other cause beyond such Party's reasonable control.

(e) The Company may not assign its rights or obligations under this Agreement without the express written consent of Tatum. Tatum shall be entitled (without the consent of the Company) to transfer this Agreement and/or assign its obligations, rights and benefits in this Agreement to any Tatum or Randstad affiliate or to a third party.

(f) Nothing in this Agreement will confer any rights upon any person or entity other than the parties hereto and their respective successors and permitted assigns and the Tatum Professionals.

(g) The expiration or termination of this Agreement or any Schedule will not destroy or diminish the binding force and effect of any of the provisions of this Agreement or any Schedule that expressly, or by reasonable implication, come into or continue in effect on or after such expiration or termination, including, without limitation, provisions relating to payment of fees and expenses (including witness fees and expenses), hiring the Tatum Professionals, governing law, venue, limitation of liability and indemnity.

(h) The Company agrees to reimburse Tatum for all costs and expenses (including, without limitation, reasonable attorneys' fees, court costs and arbitration fees) incurred by Tatum in enforcing collection of any monies due under this Agreement.

(i) The Company agrees to allow Tatum to use the Company's logo and name on Tatum's website and other marketing materials for the sole purpose of identifying the Company as a client of Tatum. Tatum will not use the Company's logo or name in any press release or general circulation advertisement without the Company's prior written consent.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

RANDSTAD PROFESSIONALS US, LLC d/b/a TATUM:	**COMPANY'S LEGAL NAME:**
By: ______________________	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

tatum
by randstad.

Anthony W. Luchtefeld

Director/CFO/Controller - Finance and Accounting Professional (CPA/CGMA) with broad based professional experience; publicly traded, privately held companies and not for profit. Proven results of developing plans and implementing controls assisting companies and organizations to solve issues and comply with applicable governing bodies and position to achieve goals. Professional experience includes:

PROFESSIONAL EXPERIENCE

Director-CFO-Controller - Finance and Accounting Professional
Reinforced, maintained and increased professional and industries knowledge while assisting companies and organizations to solve issues and position to achieve goals.

- Organization Development
- Team Building
- Presentations
- Problem Solving
- Cash Management
- Accounting/Budgets/Tax
- Mergers and Acquisitions
- SEC & Government Reporting
- International Business
- Not for Profit
- Bank/Investor Relations
- Management Control Systems

Paceomatic – (6Degrees — February 2022 -
Accounting Consultant (Project support)
- Reconciliations; Property tax filings, Analysis, White Papers, Ad Hoc Reports/Schedules

ESO/Ortho Sport & Spine – (The Intersect Group) — September 2021 – October 2021
Contract Controller (Temp to Perm – Ended - Controller decided to stay)
- Prepare daily cash and debt position for companies
- Prepared and presented revisions to Chart of Accounts for all units

Summit Consulting Center (NFP) **Controller (Remote)** — April 2021 – May 2021
- Prepared and presented budget for year end 2022; assisted in updating compensation plan; reviewed requirements to bring accounting in-house.

DefenseStorm, Inc. **(SaaS) (Controller Support)** — April 2019 – October 2019
- Hands-on accounting, reconciliations, analysis and schedules, journals entries, financial reports, tax filings, due diligence reports/compliance for equity placement, **ASC 606 policy/procedure.**

Argos USA (Vaco) **(Lease Project – ASC 842)** — March 2019
- Lease extraction for international company, over 400 items of capital equipment, reviewed all leases, prepared workpapers for upload to LeaseQuery software.

North District Opportunity **(NFP) – Interim Finance Director** — March 2018 – May 2018
- **Reviewed**, researched and analyzed all ledger accounts and financial policies and procedures.
- **Results**: Corrected beginning balances; prepared mid-year GAAP Financials; drafted select procedures

AID Atlanta (Robert Half) **- (NFP)** — July 2016 – October 2017
Director of Finance and Accounting (Temp to Perm - Budget Constraints Ended)
- **Responsible** for all accounting (i.e. programs; grants; medical clinics) for the organization, including general ledger maintenance/journal entries, cash management, account reconciliations, budgeting and reporting.
- **Reviewed, developed and implemented** budgets, policies, procedures, including cost allocation and controls; realignment/reassignment of duties/responsibilities of staff.
- **Results** – Successful Audits (Financial/A-133); Grants/ monthly closing/reports timely filed

AMERICAN PROCESS INC (Lucas) **- (Manufacture/Bi-Fuel)** — March 2016 – May 2016
Controller (Temp to Perm - Budget Constraints Ended)
- **Responsible - hands-on fully cycle;** consolidation/intercompany (FASB & IFRS)

ANGELICA (Lucas) **- (Service)** — December 2015 - January 2016

Controller (Temp to Perm - Budget Constraints Ended)

- **Reviewed** various accounts; prepared analysis, reconciliations, lead schedules, and adjustments

PRINTPACK (Steven James) - **(Manufacturer)** July 2015 – July 2015

Treasury/Payroll (Contract Assignment)

- **Reviewed and prepared** reconciliations for fiscal year payroll; drafted procedures.

WOOD PARTNERS (FirstPro) - **(Real Estate)** May 2015 – June 2015

Senior Accounting Group (Contract Assignment)

- **Reviewed and prepared** draws and loan requirements including job coding/costing.

SP FIBER TECHNOLOGIES (Warbird) - **(West Rock - Manufacturing)** January 2015 – March 2015

Corporate Accounting Group (Contract Assignment)

- **Prepared** year-end financial statements, notes, SOX/FASB position white papers

THE ATLANTA UNION MISSION (NFP) August 2014 – December 2014

Interim CFO (August--November) **Subject Matter Expert (SME)** (November–December)

- **Prepared** year ending June 30 financials, with an acquisition.
- **Documented/Drafted/Implemented** procedures.
- **Results**: Successful Audits; timely and accurate financial reporting; compliance and analysis

THE SALVATION ARMY (NFP) April 2007 – July 2014

Regional Accounting Controller & Consolidation Manager – Responsible for the processing, approval and preparation of monthly financial information, reports; annual audits (including A-133).

- **Implemented** strategic plan – **Results**: accurate, quicker closings with cost savings
- **Supervised 7 plus** direct reports **Results:** timely monthly closing of 60 plus subsidiaries
- **Consolidation** – semi and annual, improved process. **Results**: less topside adjustments
- **Prepared and Presented** accounting white papers addressing Grant, GAAP, Tax issues

LUCHTEFELD AND COMPANY, LLC – Atlanta, GA September 1991 – April 2007

Principal of firm providing accounting and financial management. **(CFO/ Controller/Tax Compliance/Back Office)**, due diligence, turnaround and workouts, organizational structure and capitalization, business planning, financial reporting, monthly accounting services and tax services.

- **Back office accounting** for franchises, service industries, manufacturing. Prepared budgets, business plans, state/federal tax filings, sales/use; payroll; income.
- **Interim Controller/CFO** for retail operations (multiple stores); real estate developer/construction firm; engineering firms; software developer; consumer product company and others
- **Reviewed and approved work-in-process** payments (percent of completion), invoicing, journal and financial and bank reports.
- **Developed** chart of accounts and implemented Accounting Software.
- **Implemented** credit policies and established inventory control systems.
- **Prepared and presented** monthly financial reports and statements.
- **Served** as an expert witness, reviewed issues and completed testimony in court proceeding. Client received favorable ruling.

- **Performed** due diligence assignments for investor groups. Assignments included telecommunications, manufacturing, natural resources and recycling companies. Completed over 20 assignments valuing business operations with revenue streams of $500,000 to $70 million.
- **Prepared** income tax returns, structured tax elections and represented clients in tax audits.

CALLAWAY PARTNERS (Healthcare, Utilities, Consumer/Service) January 2005 – December 2006

- HealthSouth – SEC Restatement Project
- Virginia Gas - FERC Rate Case Filing Form Four
- Movie Galley – software conversion reconciliation
- Required the ability to review large amounts of data, construct detailed workpapers, make presentations and recommendations. Results include: leading to SOX and regulatory compliance.

SATX, INC. (SATX.OB) (Manufacturer/GPS/Telecommunications) June 2001 – January 2002
Chief Financial Officer/Controller/Treasurer of publicly traded company. Company developed and produced GPS tracking and control systems via one and two way paging systems. Completed a stock for stock acquisition. Company became an operational reporting Company, rather than a development stage entity.

- **Performed** due diligence for acquisition and completed closing – stock for stock transaction.
- **Implemented** financial and operational reporting.
- **Prepared** and presented financial reports, internal and SEC filings.

TRITON INCORPORATED (Real Estate Commercial Holdings) April 2000 – May 2001
Vice President Finance/Controller of privately-held diversified Holding Corporation. Responsibilities included preparing and/or overseeing preparation of the financial and compliance reporting and cash management for the holding corporation, subsidiaries and principal shareholder.

- **Prepared and presented** reports evaluating the performance of the corporations.
- **Reviewed** business opportunities and recommended actions.
- **Perfected** spin off of real estate and personal property to new LLC's

COMMUNICATIONS CENTRAL, INC (Start-up Telecommunications) October 1986 – August 1991
Chief Financial Officer/Controller/Treasurer of telecommunications company providing pay telephones and inmate phone systems and service to the general public. Implemented financial controls and systems for this start-up. During a five-year period revenue grew to $12.5 ($25M-2019 adjusted) million with operations in eight states.

- **Developed** and **implemented** accounting standards (GAAP) and policies, capitalization methods and standard costing for this emerging industry.
- **Designed** and **implemented** a property investment center concept. System monitored profitability of each unit installed and provided for re-allocation of equipment not meeting planned profit objectives.
- **Developed** and **maintained** cash management system. System allowed "sweep" of over 20 deposit accounts in eight states. Allowed maximum use of cash for short-term investments.
- **Reviewed** and **structured** acquisitions to meet company's objectives.
- **Installed** and **implemented** computer network and accounting software systems.

- **Developed** plan of recapitalization. Resulting in conversion of $7.5 ($15M-2019 adjusted) million of high interest lease debt to equity.
- **Developed** long-term business plan. Identified financial constraints, assessed assets and resources, presented proposals to funding sources. Generated $21 ($42M-2019 adjusted) million in equity and debt funding, positioned the company for an Initial Public Offering within two years.

EDUCATION AND PROFESSIONAL

Licensed Certified Public Accountant (CPA) State of Illinois
Chartered Global Management Accountant (CGMA)
Georgia CPA Society
Certified Engineering Technician (Civil)
U.S. Army Veteran - Honorable
B.S. – Accounting - Southern Illinois University at Carbondale, IL