

## To Management

of Escambia County School Readiness Coalition, Inc. DBA Early Learning Coalition of Escambia County

This Engagement Letter and its attachments, if any, are governed by the Master Services Agreement 2.0 ("MSA") between CRI Advisors, LLC ("CRI Advisors", "Advisors", "we", "us", or "our") and the Client; the terms of which are hereby incorporated into this Engagement Letter by reference. By executing this Engagement Letter, the parties agree to and intend to be bound by the terms of the MSA.

"Carr, Riggs & Ingram" and "CRI" are the brand names under which Carr, Riggs & Ingram, L.L.C. ("CPA Firm") and CRI Advisors provide professional services. Carr, Riggs & Ingram, L.L.C., Carr, Riggs & Ingram Capital, LLC and their respective subsidiaries operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CPA Firm is a licensed independent CPA firm that provides attest services, as well as additional ancillary services, to its clients. CRI Advisors provides tax and business consulting services to its clients. CRI Advisors and its subsidiaries are not licensed CPA firms and will not provide any attest services. The entities falling under the Carr, Riggs & Ingram or CRI brand are independently owned and are not responsible or liable for the services and/or products provided, or engaged to be provided, by any other entity under the Carr, Riggs & Ingram or CRI brand. Our use of the term "CRI," and terms of similar import, denote the alternative practice structure conducted by CPA Firm, CRI Advisors, their subsidiaries and affiliates, as appropriate.

This Engagement Letter confirms and specifies the terms of our engagement and clarifies the nature and extent of the services we will provide for Escambia County School Readiness Coalition, Inc. DBA Early Learning Coalition of Escambia County ("Client", "Entity", "you", or "your") as of and for the year ended June 30, 2025 (the "Selected Period(s)"). Except as otherwise expressly set forth herein, this Engagement Letter only governs non-attest services. Any attest services, including any attest services provided by CPA Firm or any other entities within the Carr, Riggs & Ingram alternative practice structure, will be governed by a separate Engagement Letter between such entity and the Client.

### **SCOPE AND OBJECTIVES**

The objective of our engagement is to provide bookkeeping and accounting services, as identified in the Other Services section of this Engagement Letter with respect to the Entity, based on information provided by you and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct*, and its ethical principles of integrity, objectivity, professional competence, and due care.

This engagement does **not** include the preparation of financial statements. No representative of Escambia County School Readiness Coalition, Inc. DBA Early Learning Coalition of Escambia County, in any way, may state or imply that CRI Advisors, LLC or Carr, Riggs & Ingram, L.L.C., or any of their respective subsidiaries or affiliates have been associated with any financial information.

#### **OUR RESPONSIBILITIES**

Our engagement will be conducted in accordance with the Statements on Standards for Consulting Services Statements established by the American Institute of Certified Public Accountants ("AICPA") and will not constitute an audit in accordance with auditing standards generally accepted in the United States of America or an examination or compilation of the Entity's financial statements in accordance with the attestation standards established by the AICPA. The procedures will not constitute an examination of management's assertions concerning the effectiveness of the Entity's internal controls nor an examination of compliance with laws, regulations, or other matters. Accordingly, this engagement will not result in the expression of an opinion, or any other form of assurance.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the Entity or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this engagement.

We are available to provide you with business advice, but we are not obligated to do so unless you specifically engage us to do so via an Engagement Letter for this purpose. The parties agree that Client will only rely on written, not oral, statements or advice from CRI Advisors. We believe written advice is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice unless it has received a full supervisory review and is provided by us in writing directly to you.

Our bookkeeping and accounting services do not relieve you of your responsibilities.

As a large professional services organization, CRI Advisors and CPA Firm are engaged by new clients every day and cannot ensure that an engagement for the involved parties will not be accepted by CRI Advisors nor CPA Firm. We take no responsibility for monitoring possible conflicts that could arise during the course of the engagement, although we will inform you promptly should conflicts come to our attention.

### **OTHER SERVICES**

We will perform the following non-attest services for the Entity, based upon information provided by you and in accordance with professional standards:

- Assist management in preparing the Required Supplementary Information ("RSI")
- Assist management in preparing the Supplementary Information
- Assist management by preparing, proposing and/or recording the following client-approved activities and/or journal entries: preparation and submission of the data collection form, fixed

asset maintenance (additions, disposals, etc.), depreciation calculations, lease calculations, cash to accrual journal entries, and accrual of revenue and related accounts

For any non-attest services provided by CRI, you agree to assume all management responsibilities for these non-attest services and any other non-attest services we provide; oversee the services by designating an individual with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

The non-attest services, if any, are limited to those previously defined in this letter, or as identified in a separate Engagement Letter. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **CLIENT RESPONSIBILITIES**

In addition to your responsibilities identified in the MSA, our engagement will be conducted on the basis that you acknowledge and understand your responsibility for:

- the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial information that is free from material misstatement, whether due to fraud or error
- the prevention and detection of fraud
- ensuring that the Entity complies with laws and regulations applicable to its activities
- the accuracy and completeness of the records, documents, explanations, and other information, including significant judgments you provide to us for the engagement
- timely providing us with (1) access to all information of which you are aware that is relevant to the engagement, such as records, documentation, and other matters; (2) additional information that we may request from you for the purpose of the engagement; and (3) unrestricted access to persons within the Entity from whom we determine it necessary to make inquiries
- informing, in writing, the individual leading your engagement before entering into any substantive employment discussions with any CPA Firm or CRI Advisors personnel, to ensure our independence is not impaired under the AICPA Code of Professional Conduct, if applicable

# **ENGAGEMENT ADMINISTRATION**

J. Adam Nelson is the individual responsible for supervising the engagement.

We understand that you will provide us with the information required for our engagement. A request list of information we expect to need for our engagement will be provided to you. Your prompt attention to and timely return of the requested items will significantly contribute to the efficiency of our process.

In accordance with certain regulations, we, as your consultants, are required to make the following commitments:

- The documentation is the property of CRI and constitutes confidential information. However, we may be requested to make certain engagement documentation available to regulators, federal or state agencies, governmental agencies, etc. ("regulators" or "agencies") pursuant to authority given to it by law or regulation. If requested, access to such engagement documentation will be provided under the supervision of CRI Advisors personnel. Furthermore, upon request, we may provide copies of selected engagement documentation to these regulators or agencies. These regulators or agencies may intend, or decide, to distribute the copies or information contained therein to others.
- As appropriate, we may meet with the appropriate parties before the engagement report is provided to any required regulators or agencies.

The information that we obtain in this engagement is confidential, as required by the AICPA Code of Professional Conduct. Therefore, your acceptance of this Engagement Letter will serve as your advance consent to our compliance with above commitments.

## **REPORTING**

We will document the results of our procedures and observations in written submission (e.g., report, client databook, recommendations, etc.). The written submission may be supplemented by oral business advice specifically focused on further clarifying the written feedback provided. Collectively, the written submission and associated oral business advice are referred to as our "deliverable(s)".

## **TERMINATION**

If for any reason, we are unable to complete the services previously defined, we may withdraw from this engagement.

We reserve the right and sole discretion to withdraw for any reason from this engagement immediately upon written notice to you. Our withdrawal will release us from any obligation to complete the services covered by this Engagement Letter and will constitute completion of this engagement.

You agree to compensate us for our services, fees, and costs to the date of withdrawal.

## CORPORATE TRANSPARENCY ACT/BENEFICIAL OWNERSHIP INFORMATION REPORTING

Assisting you with your compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <a href="https://www.fincen.gov/boi">https://www.fincen.gov/boi</a>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

### **OUR FEES**

Fees for these services are incorporated into the fee for the FYE 2025 audit.

We will also charge you for applicable out-of-pocket expenses incurred in the course of our engagement, including, but not limited to: technology costs, travel expenses (meals, lodging, transportation, etc.), third party technical resources, administrative costs (courier services, report preparation, copying), and any other direct engagement expenses. We may also charge a fee for applications, subscriptions, hosting, or technology we utilize in providing services to you.

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

# **CLIENT ACKNOWLEDGEMENT(S)**

If you acknowledge and agree with the terms of our agreement as described in this Engagement Letter, please indicate by executing.

Very truly yours,

CRI Advisors, LLC

CRI ADVISORS, LLC

**Signature** 

Walter Watson

Escambia County School Readiness Coalition, Inc.

DBA Early Learning Coalition of Escambia County

<signature>

<sign date>

Authorized Signer(s)