

June 30, 2025

Dr. Kermit Belcher
DeKalb County School District
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

Dear Dr. Belcher:

It is our understanding that DeKalb County School District (DCSD) is interested in Cyber Risk and Compliance consulting services to formalize, continually improve, and maintain DCSD's Information Security Program. Dean Dorton's Cybersecurity team is ready to assist DCSD in addressing with this critical need.

Background

In our experience, we find that many organizations struggle with hiring and retaining Information Security professionals: it was recently reported that there is a negative unemployment rate in the field of Cybersecurity and offering a long-term career path for these individuals can be challenging for any organization.

Security and Privacy compliance requirements are increasingly complex. In the meantime, cyber-threats continue to evolve, and organizations are not well prepared to handle sophisticated cyber-attacks. Knowing that the average cost per each lost or stolen record containing confidential and sensitive data is well above \$150, Information Security is now a key business risk that needs to be addressed.

Dean Dorton Allen Ford, PLLC's (Dean Dorton) Information Security Office's (ISO) unique approach to this challenge is to understand DCSD's specific Information Security needs and to develop and implement a program with your team that is supported by best practices and industry specific experience.

Dean Dorton's ISO provides a team of experienced Information Security professionals who can augment an organizations' Information Security team or take the lead in designing, implementing, and maintaining a strong Information Security program on your behalf. In addition, Dean Dorton ISO offers a variety of optional services to assist as little as an organization wants or as much as they need to continuously strengthen their Information Security program, so they can focus on their core business. For DCSD, Dean Dorton is proposing to provide a Virtual Information Security Office (VISO) that also includes a yearly Cybersecurity Assessment.

Scope and Objectives

Virtual Information Security Officer

Dean Dorton will assign a senior security consultant (a former security officer or equivalent) who is supported by a team of Dean Dorton technical and security consultants who can cost-effectively advise and assist you with the various activities or projects necessary to improve the organization's security posture. All projects would be

approved by the organization's management and could stem from the Security Roadmap. Of course, Information Security is a moving target, so our team will continuously keep the organization updated of new cyber threats that need to be addressed to keep DCSD's information secure. This service is highly flexible based on DCSD's needs but it typically includes the following activities:

1. *Cybersecurity Risk and Compliance Services and Strategy* – the CISO will advise DCSD's Chief Information Officer (CIO) regarding Cybersecurity Risk and Compliance matters, evolving cyber threats, regulations, and remediation strategies to further protect DCSD.
2. *Security Reporting* – the CISO will provide a regular report that will provide a high-level summary of where the Information Security program stands, what the key risks are, and will provide education on what the short and long-term improvement opportunities are.
3. *Incident Response Oversight* – the CISO will be responsible to coordinate incident response activities and to communicate directly with DCSD's CIO or other business leaders based on the information provided by Dean Dorton Information Security Office, DCSD personnel, and/or other business partners as appropriate.
4. *Liaison with internal and external audit* – the CISO will facilitate IT audits by leading the response to information requests for IT audits. Dean Dorton will also assist with the collection of information and will participate to IT audit activities to ensure that accurate and timely information is provided to auditors.
5. *Security Awareness Oversight* – the CISO will provide strategic direction and oversight to DCSD's Information Security Awareness Program and will direct Dean Dorton's Information Security Office to manage the tactical aspect of the program and the associated tools or processes.

Cybersecurity Assessment

Dean Dorton's Cyber Security Assessment Services are designed to provide organizations specific information about the state of their Information Security posture and to validate that key controls are working as expected. We offer a variety of services to accommodate any of your requirements, network architecture, and scenarios. Dean Dorton will either perform a comprehensive yearly Security Assessment or deliver quarterly assessments to validate that remediated issues are no longer an issue. The best approach will be discussed with DCSD.

Attack Surface Monitoring

When Dean Dorton Cybersecurity clients are enrolled in our external Attack Surface Monitoring (ASM) service, Dean Dorton will maintain an inventory of exposed ports, services, software components, and known vulnerabilities. Dean Dorton analysts are alerted to changes observed in any of these categories which trigger reviews for risk. If anything is identified, Dean Dorton analysts work to alert clients and provide mitigation strategies. Additionally, Dean Dorton monitors CVE's, advisories, and publicly released exploits against the known software inventory – helping provide early notification and mitigation strategies to anything affecting your environment in a timely manner.

Staffing

Dean Dorton strongly believes that a team approach to this project provides the best possible deliverable for DCSD. As such, we will compile a team that consists of members from various areas of specialty within our Cybersecurity Risk and Compliance team. If the need were to arise, we can also involve members from our accounting and business consulting groups. The combined experience of these resources will provide a fully qualified team that understands the compliance, technical, and practical aspects of a financial institution.

Pricing and Timing

Project	Description	Fees
Information Security and Compliance Office	<ul style="list-style-type: none">Virtual Information Security OfficerCybersecurity AssessmentAttack Surface Monitoring	\$20,850 per month

Incident response, forensic, and remediation activities not explicitly listed in this proposal can be provided as separate services, as needed. Dean Dorton will provide DCSD a discounted hourly rate for projects and Incident Response services. Additionally, DCSD will be invoiced for all out-of-pocket administrative and travel expenses including mileage.

Terms

The engagement would be effective beginning August 2025. We will review the engagement annually and propose changes as needed. The contract period will be a 12-month commitment; provided, however, either party may terminate the contract immediately in the event of a material breach of this contract. After the 12-month commitment, either party may elect to terminate this agreement by providing the other party with 90 days written notice. In the event that services are terminated, you assume responsibility for the transfer of any third party vendor services. Upon termination, all outstanding invoices will be required to be paid in full prior to the transfer or release of any final documentation and information.

This engagement does not anticipate the compilation, review, or audit of financial records or financial statements. At no time shall any member of the Dean Dorton team make any management decisions on behalf of DCSD. We will only provide technical expertise, support and recommendations to management throughout this engagement. It will be the responsibility of DCSD to assign a resource to act as our primary contact and to be responsible for making all decisions on behalf of DCSD. Dean Dorton shall comply with the Non-Disclosure Agreement dated the same date as this contract.

During the term of this engagement, and continuing for 24 months after the termination of this agreement, neither party shall directly or indirectly, for its own account or for the account of others, urge, induce, entice, or in any manner whatsoever solicit any employee directly involved in the activities conducted pursuant to this agreement to leave the employment of the other party or any of its affiliates except general solicitation that is not directed

specifically to any such employee. In the event of employee solicitation, the soliciting party agrees to pay the other party the equivalent of one time the annual salary of the solicited employee, unless the other party agrees to waive this provision.

In the unlikely event that differences concerning our services or fees should arise that are not resolved by mutual agreement, in order to facilitate resolution of the differences and to save all parties time and expense, DCSD and Dean Dorton agree to try in good faith to settle their differences by mediation administered by the American Arbitration Association under the Dispute Resolution Rules for Professional Accounting and Related Services Disputes before resorting to litigation. In the event that litigation cannot be avoided, DCSD and Dean Dorton agree not to demand a trial by jury.

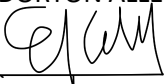
If any portion of this letter is held to be void or otherwise unenforceable, in whole or in part, the remaining portions of this letter shall remain in effect.

While the scope of this engagement is intended to help DCSD mitigate security risks, no firm or security program can guarantee complete protection. In addition, Dean Dorton is not in a position to mandate and require DCSD to implement all recommendations. Therefore, Dean Dorton will not be responsible and cannot be held liable for any data breaches while performing this service. Dean Dorton highly recommends all clients to evaluate and maintain proper and adequate Cyber Insurance coverage.

If you are satisfied with the terms of this engagement, please sign and return this letter. If you have any questions, please do not hesitate to contact me. We are pleased to have this opportunity to serve you and your staff. I look forward to developing a long-lasting relationship. Thank you again for the opportunity to assist DCSD in these matters.

Sincerely,

DEAN DORTON ALLEN FORD, PLLC

By: 

Gui Cozzi

Cybersecurity Risk and Compliance Practice Lead

ACKNOWLEDGEMENT:

This letter correctly sets forth the understanding of DeKalb County School District

Signature

Date

Printed Name