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AMENDMENT TO POYNER SPRUILL MASTER SERVICES AGREEMENT

This First Amendment ("Amendment") to the February 4, 2026, **Poyner Spruill LLP** Master Services Agreement ("Agreement"), is made and entered into between **The Charlotte-Mecklenburg Board of Education** ("CMBOE") and Poyner Spruill LLP ("Contractor"). The parties agree to the following amendment to the Agreement:

1. **Amendment of the Agreement.** Effective as of March 6, 2026, the Agreement is hereby amended.

2. **Initial Term.** The term of the initial Agreement was from February 4, 2026, to March 6, 2026.

3. **Revision of Term.** The parties agree to extend the Agreement's ending date from March 6, 2026, until February 3, 2027.

4. **Contract Otherwise Unchanged.** The parties hereby agree that, except as specifically amended by this fully executed written addendum to the Agreement, all other terms, conditions, provisions, obligations, rights, and remedies contained in the Agreement shall remain unchanged and in full force and effect as a binding contract between the parties. This Amendment shall be read and construed together with the Agreement as one unified document.

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IN WITNESS WHEREOF, the CMBE and the Contractor have executed this Contract on the day and year first written above.

Poyner Spruill, LLP
Contractor Name

Signed by:
2E82C0901B70467...
Signature of Authorized Representative

56-1493995
Contractor's Federal Identification #
[if Contract is with Organization or Social Security Number if individual]

Signed by:
Anna M. Helmberger
3AAFB7B8E18547D...
Originator/Fund Owner

☐ LC Area Superintendent
☐ Special Fund Owner

N/A-This contract does not commit CMBE in any expenditure, individual purchase orders will be pre-audited in the manner required by the School Budget and Fiscal Control Act.

DocuSigned by:
C7B5FB6B7CBC47A...
Finance Officer

Initial
LJ

Initial
LJ

APPROVED AS TO FORM:

Signed by:
Anna M. Helmberger
3AAFB7B8E18547D...
School Board Attorney Date

REVIEWED BY:

Signed by:
Shawn Renyhart
F6F4A648739B438...
Division of Insurance and Risk Management

DocuSigned by:
C7B5FB6B7CBC47A...
Superintendent **OR** Authorized Designee (Check below)

☐ Chief Academic Officer ☐ Chief Operating Officer

THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION CHAIR (IF appropriate)

DocuSigned by:
Stephanie M. Sneed
9B320ACA37AE4DF...

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THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION
CONTRACT ROUTING SHEET

Contractor (name): Poyner Spruill LLP CMS Vendor Number: _____
(address): 301 Fayetteville Street, Suite 1900, Raleigh, NC 27601

Purpose of Contract (brief description): Provide CMBE representation with regard to the Affordable Housing Project for Educators and any other legal services.

Submitting Department: General Counsel Date Submitted: February 4, 2026

Budget Account Number: _____ Requisition: _____
(Place Req # on Contract Page 1)

Contract Amount: $_____
Contract Period: February 4, 2026 – March 6, 2026 Contact Phone No: 980-343-6228
CMBE Employee to Contact: Anna M. Hehenberger

NOTE: Individuals listed below should initial, date and forward this form after completing their responsibilities relating to this Contract. Responsibilities of each individual are stated in the Contract Manual.

	Date Received	Date Processed	Initials
1. Approved by Fund Owner/Acquire Vendor Signature			
(LC Area Superintendent **IF** Appropriate)			
SEE INSURANCE CERTIFICATE, 3 and PAGE 9			
FORWARD TO CMS GEN COUNSEL OFFICE			
2. Approved by School Board Attorney			
3. Reviewed by Representative of Division of Insurance & Risk Management **WITH CMBOE NAMED** as CERTIFICATE HOLDER/ Additional Insured (See Example page 9)			
4. Approved by Appropriate Representatives of CMBE			
_____Board Chairperson (**IF** required)			
_____Superintendent (**IF** required)			
_____Deputy Superintendent			
_____Chief Operating Officer			
_____Chief Academic Officer			
_____Associate Superintendent Student Services			
_____Chief Human Resources Officer			
_____Chief of Staff			
_____Chief Communications Officer			
FORWARD TO BUDGET			
5. Pre-audited by Representative of Budget and Finance Officer			
FORWARD TO PURCHASING			
6. Purchase Order Number Assigned by Purchasing Director, or designee, and contract distributed			

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Contract #:
Requisition:

THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION
CONTRACT FOR SERVICES

This Contract for Services ("Contract") is made and entered into effective February 4, 2026, between **The Charlotte-Mecklenburg Board of Education** ("CMBE") and **Poyner Spruill, LLP** located at 301 Fayetteville Street, Suite 1900, Raleigh, NC 27601 ("Contractor").

For and in consideration of the mutual promises set forth in this Contract, the parties agree as follows:

1. Obligations of Contractor – The Contractor agrees to provide services (the "Services") to fully, timely and properly complete legal work associated with the **Affordable Housing Project for Educators** as more particularly described in the Scope of Work document attached hereto and incorporated herein by reference as Attachment 1, and the rates described on the "Price List" attached hereto and incorporated herein by reference as Attachment 2.

   Individual tasks will be assigned in writing by an authorized representative of the CMBE. Such writing shall be in the form of a standard CMBE purchase order ("Purchase Order"), such Purchase Order to specify the specific Services desired by the CMBE; the dates, times and locations that the Contractor shall provide the requested Services; and the compensation that the Contractor will be paid for providing the requested Services. The Contractor will be deemed to have accepted a Purchase Order and be obligated to provide the services outlined in the Purchase Order in accordance with the price and other terms of the Purchase Order, and the terms and conditions hereof, unless within 24 hours after the Contractor's receipt of a Purchase Order, the Contractor notifies the Project Coordinator (as hereinafter defined) in writing that it does not accept the Purchase Order and will not provide the requested Services.

   The Services shall be provided in accordance with the Guidelines for Outside Counsel attached hereto and incorporated herein by reference as Attachment 3. It shall be the responsibility of the Contractor Supervisor to disseminate the aforementioned document to all attorneys and paralegals who will be working on CMBE matters and ensure their familiarity and compliance with said Guidelines. However, Contractor's engagement letter, hereinafter referred to as Attachment 4 is incorporated by reference and in the event of any conflicts between and among these forms, Attachment 4 supersedes and controls this contract.

   This Contract does not grant the Contractor the right or the exclusive right to provide any Services to the CMBE. Similar services may be obtained from sources other than the Contractor (or not at all) at the discretion of the CMBE.

   The term of this Contract shall be effective from February 4, 2026, until March 6, 2026.

   The Contractor shall begin work immediately upon issuance of a written notice to proceed. The Contractor agrees to perform the Services in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract. Furthermore, the

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Contractor represents and warrants that (i) it is duly qualified and licensed to provide the Services, (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by contractors providing similar services under similar conditions, (iii) it possesses sufficient experience, personnel, and resources to complete the Services, (iv) it shall perform the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations, and (v) its reports, if any, shall be complete, accurate, and unambiguous.

2. Obligations of CMBE. CMBE agrees to pay the Contractor for services as follows:

   The CMBE agrees to pay the Contractor for services provided accordance with the lump sum, hourly or unit price as agreed to in writing for each assignment as stated in a Purchase Order according to the terms set forth in Section 5, below. The CMBE shall have no obligation to pay for any services rendered unless a Purchase Order was issued in the name of the Contractor prior to the furnishing of services.

3. Project Coordinator. General Counsel or other person designated by the General Counsel for CMBE is designated as the Project Coordinator for the CMBE. The Project Coordinator shall be the CMBE's representative in connection with the Contractor's performance under this Contract. The CMBE has complete discretion in replacing the Project Coordinator with another person of its choosing.

4. Contractor Supervisor. Katie Cornetto is designated as the Contractor Supervisor for the Contractor. The Contractor Supervisor is fully authorized to act on behalf of the Contractor in connection with this Contract.

5. Terms and Methods of Payment. CMBE will make payment after invoices are approved on a net 30-day basis. CMBE will not pay for services or materials in advance without the prior approval of the Finance Officer.

6. Additional Provisions.

   a. Standard Terms and Conditions: Contractor agrees to the Standard Terms and Conditions set forth as Attachment A, attached hereto and incorporated herein by reference.

   b. Iran Divestment Act: Contractor certifies that, as of the date listed below, it is not on the Final Divestment List, as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4, in violation of the Iran Divestment Act. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

   c. E-Verification: Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

   d. Federal Uniform Guidance: "Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part

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200).” Including the prohibitions outlined in (2 C.F.R. 200.216) Additional information can be found at: https://www.cmsk12.org/Page/8947

7. Counterpart Execution. This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Contract transmitted by facsimile or electronic “PDF” to the same and full extent as the originals.

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[SIGNATURES ON NEXT PAGE]

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IN WITNESS WHEREOF, the CMBE and the Contractor have executed this Contract on the day and year first written above.

Poyner Spruill LLP
Contractor Name

Signed by:
2E82C0901B70467...
Signature of Authorized Representative

56-1493995
Contractor's Federal Identification #

Signed by:
Anna M. Helenberger
3AAFB7B8E18547D...
Originator/Fund Owner

☐ Associate/Assistant Superintendent
☐ Special Fund Owner

N/A – This contract does not commit CMBE to any expenditure; individual purchase orders will be preaudited in the manner required by the School Budget and Fiscal Control Act.

DocuSigned by:
C7B5FB6B7CBC47A...
Finance Officer

Initial
Initial

APPROVED AS TO FORM:

Signed by:
Anna M. Helenberger
3AAFB7B8E18547D...
School Board Attorney

REVIEWED BY:

Signed by:
Shawn Renyhart
F6F4A648739B438...
Division of Insurance and Risk Management

DocuSigned by:
C7B5FB6B7CBC47A...

Superintendent OR Authorized Designee (Check below) Date

☐ Chief Academic Officer ☐ Chief Operating Officer

THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

DocuSigned by:
Stephanie M. Sneed
9B320ACA37AE4DF...
THE CHARLOTTE MECKLENBURG BOARD OF EDUCATION CHAIR

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Attachment 1

Scope of Work

During the period of February 4, 2026, through March 6, 2026, contractor will provide legal support, advice, and consultation with the Board related to the affordable housing project for educators and other related matters upon request (hereinafter referred to as the "matter" or "engagement"). As part of the engagement, contractor's legal support and opinions will be prepared for the Board which will include an analysis of its options associated with the project development on Board-owned land. In addition, contractor will provide guidance as to how funds earmarked for pre-construction expenses for the Affordable Teacher Housing Project may be used moving forward.

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Attachment 2

Price List

For all legal services during the term of this Contract, the following rates are applicable for attorneys likely to be involved currently range from $350 per hour to $450 per hour.

Specifically, the following rates are applicable for attorneys primarily responsible for the Scope of Work:

- Katie Cornetto – $450 per hour
- Brandon McPherson – $450 per hour

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ATTACHMENT 3



THE CHARLOTTE-MECKLENBURG
BOARD OF EDUCATION

GUIDELINES
FOR

OUTSIDE COUNSEL

Revised May 2020

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INTRODUCTION

These guidelines ("Guidelines") set forth the procedures concerning the retention of outside counsel by the Office of General Counsel ("OGC") for The Charlotte-Mecklenburg Board of Education ("Board"). The goal of the OGC is to provide quality legal representation on behalf of the Board and its employees. As a public school system, we must expend resources efficiently and, in a cost, effective manner. All outside counsel will be expected to comply fully with the elements of these Guidelines; failure to do so with fidelity may result in reduction or non-payment of legal bills.

All matters between outside counsel and the Board shall be handled through the OGC unless otherwise authorized.[1] The OGC shall be consulted prior to direct communication with district employees or contractors unless prior consent has been given for such communication. Outside counsel shall not accept retention or assignments from other district staff or representatives without the prior approval of the OGC. If other district employees (regardless of title or position) request outside counsel to perform legal work, outside counsel shall advise the OGC before proceeding and inform the district employee requesting the work that outside counsel is advising the OGC of such request. The OGC will make the final decision regarding assignment of work to outside counsel.

It is the philosophy of the OGC to defend non-meritorious claims or disputes and to resolve as soon as practicable claims or disputes where liability is reasonably clear. Initial efforts of outside counsel should be directed at accomplishing only those items necessary to evaluate the matter under retention, making a realistic evaluation of the matter with an appropriate case handling plan and facilitating early resolution if such is warranted.

POTENTIAL CONFLICTS OF INTEREST

We expect outside counsel to be vigilant in identifying and avoiding conflicts of interests, or the appearance of such conflicts. Outside counsel must discuss any existing or potential conflict with the OGC at the outset of the representation or as soon as the conflict or potential conflict becomes apparent. All potential or actual conflicts must be resolved to the satisfaction of the OGC before the representation may begin or continue. Should the Board elect to waive the conflict, it will do so in writing. Any such waivers will be granted on a case-by-case basis. In no case will the Board agree in advance to a blanket waiver of unknown future conflicts involving the assertion of a claim or charge against the Board.

REPORTING REQUIREMENTS

The General Counsel or Deputy General Counsel will be your principal contact with the Board and its employees. Outside counsel will communicate all pertinent developments in any matter to the OGC in such a manner that ensures the timely delivery of information so that the interests of the Board are not prejudiced, harmed or limited in anyway. Outside counsel must obtain prior written authorization from the General Counsel or Deputy General Counsel to proceed with any settlement offer, stipulation, admission, or other action that would bind, obligate, or otherwise encumber the Board in any way.

Litigation. Litigation matters, including civil litigation, appeals, administrative hearings, and Board quasi-judicial hearings, will be managed primarily through the OGC's electronic case management system. The Deputy General Counsel will serve as outside counsel's supervising attorney and will

[1] This does not apply to workers' compensation matters, which are handled by Risk and Insurance Management (RIM) and this engagement with Poyner Spruill LLP.

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facilitate client contacts, assist with discovery, attend meetings, depositions, mediations, and trials where appropriate. The Deputy General Counsel shall be fully advised and kept current on all developments and participate in all decisions concerning legal tactics and strategy. All significant court filings shall be submitted to the Deputy General Counsel in time for thorough review and discussion before any court or other deadline. Unless instructed otherwise, outside counsel is required to submit the following reports:

- Email acknowledging acceptance of new matter assignment;
- Initial case evaluation within the first 30 days of assignment;
- Initial budget when requested by the OGC;
- Written status reports every 60 days or sooner if developments warrant;
- Written case evaluations and requests for settlement authority at least 3 days before any conference call or meeting where settlement authority will be requested;
- Pre-mediation reports at least 10 days before any scheduled mediation;
- Pre-trial reports at least 30 days before any scheduled trial.

Contract and School Construction Matters. Contract and school construction matters will be supervised by the General Counsel. Outside counsel shall report to the General Counsel and provide status reports as needed.

Other Matters. The OGC may implement supplemental guidelines in certain practice areas that address issues not specifically covered herein. Outside counsel will be provided with a copy of supplemental guidelines as part of the assignment process.

BUDGETS

The OGC expects no surprises with respect to the cost and expense of legal work on behalf of the Board. When requested by the OGC, outside counsel shall submit an initial budget, along with a case handling plan. All budgets must contain the scope of work, broken out by tasks, with the estimated fees and expenses allocated to each task, and the names of attorneys and paralegals with their proposed billing rates for each task. The degree of detail required will vary with the complexity and projected total cost of any given assignment. The following information should also be included:

- Identification of any significant expected expenditures for experts, travel, printing, filings, exhibits, and other expenses;
- For litigation matters: an evaluation of probable exposure/award ranges, settlement prospects and strategies, and opportunities for alternative dispute resolution;
- For non-litigation matters: preliminary identification of primary areas of legal or factual investigation or research, and/or proposed strategy.

The budget will represent the total amount authorized to be paid for that matter unless a revised budget is approved by the OGC. Revisions to budgets should be done as soon as possible and before exceeding an existing budget.

BILLING

Legal fees and related expenses represent a significant cost to the Board. In most cases, the Board is self-insured, which means that the district pays for all legal fees and costs from its operating funds. As such, the OGC considers efficiency in the delivery of legal services as a critical component of successful legal representation.

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Fees: The hourly rates to be charged by attorneys and paralegals shall be stated at the outset of the representation, agreed to by the OGC, and stated in any budget, budget revision, and billing statement. Rates may not be increased without the written pre-approval of the General Counsel.

Billing Information. Invoices for outside counsel fees and related expenses must be submitted monthly and within thirty (30) days following the last business day of the month during which services were rendered. Each matter for which outside counsel is engaged should be invoiced separately. Alternatively, if outside counsel submits a single billing statement, itemized billable hours and disbursements for each matter should be set forth in a separate section of the statement. Outside counsel shall maintain all bills and supporting documentation for seven (7) years.

Billing Format. Billing statements shall identify and describe each item of service in sufficient detail to identify the person providing the services with the hourly rate for each such person also indicated. Paralegal and legal assistant time shall be separated by category in the billing statement and identified as such. Statements must accurately itemize in detail all work performed on a matter in a task or activity-based format. Attorneys and paralegals are to bill actual time incurred. If an activity warrants a minimum billing entry, it should not exceed one-tenth of an hour. Billing entries for each matter are to be structured chronologically (in order of occurrence) and not sub-divided by individual service.

The following information is required on each billing statement:

- Law firm name and address;
- Date of the bill;
- Matter name(s);
- Date(s) of the service;
- A brief but detailed and specific description of each individual service;
- Actual time spent for each entry in increments of six minutes (one-tenth of an hour);
- Each billing entry must indicate the name or initials of the person who performed the work, the date the work was performed, the hours billed, a description of the services performed, and the total amount billed for that billing entry;
- The cost of each service;
- A summary at the end of the bill subtotaling the number of hours for each specific billing rate and the name and initials of each attorney and paralegal;
- A summary at the end of the bill subtotaling fees, costs, consultants, and experts;
- Aggregate fees for the monthly billing period;
- Itemized disbursements for the monthly billing period;
- Aggregate disbursements for the monthly billing period;
- The total approved budget for the matter, where applicable;
- The total amount billed on the matter from inception through the current bill;
- Specific fee arrangements, where applicable.

Block Billing. Each service should be set out separately with an amount of time associated with it. Block-billed time entries that lump together several tasks with a single total for the time spent to perform those tasks are not acceptable and will be returned to outside counsel when clarification is needed.

Disallowed Billing. Unless approved by the General Counsel or Deputy General Counsel, fees for the following time will not be permitted:

- Preparation of budgets, invoices, or responses to billing questions;
- Clerical work performed by attorneys or paralegals;
- Training or educating of law firm personnel;
- Editing work product of another attorney;

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- Duplication of work amongst law firm personnel;
- Administrative time, including filing, file organization, indexing, secretarial overtime, or word processing;
- Basic research on matters presumed to be within the firm's expertise;
- Internal conferences;
- Communications with the OGC counsel or staff for scheduling purposes.

Staffing. Firm staffing on cases shall be as efficient as possible. Selection of attorneys and legal assistants to work on an assigned matter should be identified at assignment and agreed to by the OGC. Unless otherwise authorized, there should be no more than two (2) attorneys and one (1) paralegal working on a matter. Generally, only one attorney should bill for attending depositions, mediations, arbitrations, motions, interviews, or meetings unless prior authorization has been granted.

Legal Research. Legal research time should be billed separately, with each topic researched identified and the time spent researching that topic. A firm may conduct up to five (5) hours of research per case. In the event more extensive research is necessary, outside counsel must obtain prior approval.

Expenses. In general, bills should contain an itemization of disbursements and costs, including the date incurred and at whose request each disbursement was made. Disbursements submitted for payment where services have been provided must be accompanied by a receipt.

Travel Related Expenses. The OGC will pay at a rate of one-half (1/2) the agreed upon hourly rate for travel over 50 miles undertaken on its behalf to provide professional legal services, provided that such travel has been agreed to in writing in advance. Expenses for lodging, meals, and transportation are to be at reasonable rates. The OGC will not reimburse the cost of air travel other than coach and expects that travel arrangements will take advantage of any cost-effective discounts or special rates.

Outside counsel is urged to plan travel so that travel time may be used to work either on the OGC matter for which the travel is being undertaken or for other clients so as to avoid billing the OGC for unproductive time. Outside counsel should refrain from hourly billing solely for travel time. If time is devoted to working for other clients, the OGC should be billed only for time spent on the OGC matters. Similarly, disbursements for multipurpose travel should be billed proportionately.

Disallowed Expenses. Unless approved by the General Counsel or Deputy General Counsel, the following charges will not be permitted:

- Secretarial, word-processing, proofreading, or other clerical services;
- Photocopy expenses at more than actual cost or 10 cents per page, whichever is less, unless specifically authorized;
- Internal computer time;
- Lexis, Westlaw, or other computerized research unless approved in advance by the Deputy General Counsel;
- Costs associated with the maintenance of offices;
- Local telephone expenses;
- Local travel;
- Mobile cell phone charges;
- Local outgoing or incoming faxes;
- Overhead or capital expenses;
- Unidentified or "miscellaneous" charges;
- Meals unless related to out of town travel;
- Messenger invoices;
- Postage;
- Entertainment or personal expenses;

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- Alcoholic beverages.

All bills should be addressed to the Office of General Counsel as follows:

The Charlotte Mecklenburg Board of Education
Office of General Counsel
600 East Fourth Street, 5th Floor
Charlotte, NC 28202

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Attachment A

Standard Terms and Conditions
(for Outside Counsel to CMBE)

1. Payment Terms. Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods or Services, whichever is later.

2. Registered Sex Offenders. Contractor acknowledges that CMBE Policy O-RSO, "Registered Sex Offenders," prohibits anyone registered or required to register as a sex offender from being present on any CMBE Property for any reason, whether before, during or after school hours, or on or off of CMBE Property. Contractor expressly agrees that it, and any of its employees, will comply with this policy and acknowledges that any individuals that violate this policy are subject to removal from CMBE Property by CMS and/or law enforcement officials and may also be subject to criminal prosecution. "CMBE Property" includes all property owned or operated by the Charlotte-Mecklenburg Board of Education, including school campuses and buildings, athletic fields, playgrounds, parking lots, bus stops, vehicles, school buses, activity buses and any other properties owned or controlled by CMS. If Contractor, any of Contractor's employees, or any of Contractor's subcontractors or employees of subcontractors will have any direct interaction with students, then Contractor or the subcontractor must (i) on an annual basis conduct a check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all such employees; and (ii) prohibit individuals listed on such registries from being on CMBE Property.

3. Insurance. Unless such insurance requirements are waived or modified by CMBE or the Charlotte-Mecklenburg Department of Insurance and Risk Management ("DIRM"), Contractor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to CMBE and authorized to do business in the State of North Carolina: Automobile - Contractor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than $1,000,000 combined single limit each person/each occurrence. Commercial General Liability - Contractor shall maintain commercial general liability insurance that shall protect Contractor from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than $1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to Contractor, Contractor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. Contractor shall also provide any other insurance or bonding specifically recommended in writing by the DIRM or required by applicable law. Certificates of such insurance shall be furnished by Contractor to CMBE and shall contain the provision that CMBE be given 30 days' written notice of any intent to amend or terminate by either Contractor or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.

4. Termination for Convenience. In addition to all of the other rights which CMBE may have to cancel this Order, CMBE shall have the further right, without assigning any reason therefore, to terminate any work under the Contract Documents, in whole or in part, at any time at its complete discretion by providing 10 days notice in writing from CMBE to Contractor. If the Contract is terminated by CMBE in accordance with this paragraph, Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Goods or Services actually delivered or performed to the total originally contemplated in the Contract. CMBE will not be liable to Contractor for any costs for completed Goods, Goods in process or materials acquired or contracted for, if such costs were incurred prior to the date of this Order.

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5. Termination for Default. CMBE may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Contractor. In addition to any other remedies available to CMBE law or equity, CMBE may procure upon such terms as CMBE shall deem appropriate, Goods or Services substantially similar to those so terminated, in which case Contractor shall be liable to CMBE for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.

6. Contract Funding. It is understood and agreed between Contractor and CMBE that CMBE's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of CMBE for any payment may arise until funds are made available to CMBE's Finance Officer and until Contractor receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. CMBE shall not be liable to Contractor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.

7. Accounting Procedures. Contractor shall comply with any accounting and fiscal management procedures prescribed by CMBE to apply to the Contract and shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.

8. Improper Payments. Contractor shall assume all risks attendant to any improper expenditure of funds under the Contract. Contractor shall refund to CMBE any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Contractor shall make such refunds within 30 days after CMBE notifies Contractor in writing that a payment has been determined to be improper.

9. Contract Transfer. Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of CMBE.

10. Contract Personnel. Contractor agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in the Contract.

11. Key Personnel. Contractor shall not substitute for key personnel (defined as those individuals identified by name or title in the Contract Documents or in written communication from Contractor) assigned to the performance of the Contract without prior written approval from CMBE Project Coordinator (the individual at CMBE responsible for administering the Contract).

12. Contract Modifications. The Contract may be amended only by written amendment duly executed by both CMBE and Contractor. However, minor modifications may be made by CMBE Project Coordinator to take advantage of unforeseen opportunities that: (a) do not change the intent of the Contract or the scope of Contractor's performance; (b) do not increase Contractor's total compensation or method of payment; and (c) either improve the overall quality of the product or service to CMBE without increasing the cost, or reduce the total cost of the product or service without reducing the quantity or quality. All such minor modifications to the Contract must be recorded in writing and signed by both the Project Coordinator and Contractor, and placed on file with the Contract. No price adjustments will be made unless the procedure has been included in the Contract and a maximum allowable amount stipulated.

13. Relationship of Parties. Contractor is an independent contractor and not an employee of CMBE. The conduct and control of the work will lie solely with Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Contractor and CMBE. Employees of Contractor shall remain subject to the exclusive control and supervision of Contractor, which is solely responsible for their compensation.

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14. Advertisement. The Contract will not be used in connection with any advertising by Contractor without prior written approval by CMBE.

15. Nondiscrimination. During the performance of the Contract, Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.

16. Conflict of Interest. Contractor represents and warrants that no member of CMBE or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.

17. Gratuities to CMBE. The right of Contractor to proceed may be terminated by written notice if CMBE determines that Contractor, its agent or another representative offered or gave a gratuity to an official or employee of CMBE in violation of policies of CMBE.

18. Kickbacks to Contractor. Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a CMBE Contract or in connection with a subcontract relating to a CMBE Contract. When Contractor has grounds to believe that a violation of this clause may have occurred, Contractor shall promptly report to CMBE in writing the possible violation.

19. Monitoring and Evaluation. Contractor shall cooperate with CMBE, or with any other person or agency as directed by CMBE, in monitoring, inspecting, auditing or investigating activities related to the Contract. Contractor shall permit CMBE to evaluate all activities conducted under the Contract. CMBE has the right at its sole discretion to require that Contractor remove any employee of Contractor from CMBE Property and from performing services under the Contract following provision of notice to Contractor of the reasons for CMBE’s dissatisfaction with the services of Contractor’s employee.

20. Financial Responsibility. Contractor is financially solvent and able to perform under the Contract. If requested by CMBE, Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by CMBE's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Contractor, the inability of Contractor to meet its debts as they become due or in the event of the appointment, with or without Contractor’s consent, of an assignee for the benefit of creditors or of a receiver, then CMBE shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.

21. Governmental Restrictions. In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. CMBE reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

22. Inspection at Contractor’s Site. CMBE reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to Contract award, and during the Contract term as necessary for CMBE determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

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23. Confidential Information. Student Information: If, during the course of Contractor's performance of the Contract, Contractor should obtain any information pertaining to the students' official records, Contractor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. The Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. 115C-401.1, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the Contract. Employee Personnel Information: If, during the course of Contractor's performance of the Contract, Contractor should obtain any information pertaining to employees of CMBE's personnel records, Contractor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. Other Confidential Information: (a) Contractor agrees that it will at all times hold in confidence for CMBE all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by CMBE to Contractor in connection herewith or procured, developed, produced, manufactured or fabricated by Contractor in connection herewith or procured, developed, produced, manufactured or fabricated by Contractor in connection with Contractor's performance hereunder (collectively, "Information"). Contractor shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. Contractor shall not, without the prior written consent of CMBE, reproduce any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of Contractor hereunder. (b) Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to CMBE in connection with the Goods or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by CMBE, be deemed to be confidential or proprietary information and shall be acquired by CMBE free from any restrictions as part of the consideration of the Contract.

24. Intellectual Property. Contractor agrees, at its own expense, to indemnify, defend and save CMBE harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that CMBE's use, possession or sale of the Goods or Services infringes any copyright, patent or trademark or is a misappropriation of any trade secret.

25. No Pre-Judgment or Post-Judgment Interest. In the event of any action by Contractor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Contractor specifically waives any claim for interest.

26. Background Checks. At the request of CMBE's Project Coordinator, Contractor (if an individual) or any individual employees of Contractor shall submit to CMBE criminal background check and drug testing procedures.

27. Mediation. If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.

28. No Third Party Benefits. The Contract shall not be considered by Contractor to create any benefits on behalf of any third party. Contractor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party benefits.

29. Force Majeure. If CMBE is unable to perform its obligations or to accept the services or goods because of Force Majeure (as hereinafter defined), the time for such performance by CMBE or acceptance of services will be equitably adjusted by allowing additional time for performance or acceptance of services equal to any periods of Force Majeure. "Force Majeure" shall mean any

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delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of CMBE.

30. Ownership of Documents. All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by CMBE. Upon the termination or expiration of the Contract, any and all finished or unfinished documents and other materials produced by Contractor pursuant to the Contract shall, at the request of CMBE, be turned over to CMBE. Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to CMBE shall not, unless otherwise specifically agreed upon in writing by CMBE, be deemed to be confidential or proprietary information and shall be acquired by CMBE free from any restrictions as part of the consideration of the Contract.

31. Strict Compliance. CMBE may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.

32. General Provisions. CMBE's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by Contractor hereunder, CMBE shall be entitled to recover costs and reasonable attorney's fees. Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Order, or delegate the performance of any of its obligations hereunder, without CMBE's prior, express written consent.

33. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Mecklenburg County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.

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February 4, 2026

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Partner
D: 919.946.7464
F: 919.783.1075
kcornetto@poynerspruill.com

SENT VIA EMAIL:
Ms. Stephanie Sneed
Charlotte-Mecklenburg Schools
Board of Education Chair
stephaniem.sneed@cms.k12.nc.us

RE: Engagement- Legal Services CMS Board of Education for 30 days ("Bridge Agreement")

Dear Ms. Sneed:

We are pleased that you have asked Poyner Spruill to serve the Board as indicated below in the Scope of Engagement. At the outset of any engagement, we believe it is appropriate to confirm in writing the nature of the engagement and the terms of our representation, and that is the purpose of this letter. If you have any questions about this letter or any of its provisions, do not hesitate to call. Otherwise, this letter and the firm's Standard Terms of Representation,[2] which are incorporated herein by reference, will constitute the terms of our engagement. Again, we are pleased to have the opportunity to serve you.

Client. Charlotte-Mecklenburg School Board of Education ("CMS" or "Board").

Scope of Engagement. During the period of February 4, 2026, through March 6, 2026, our representation will provide legal support, advice, and consultation with the Board related to the affordable housing project for educators and other related matters upon request (hereinafter referred to as the "matter" or "engagement"). As part of the engagement, our legal support and opinions will be prepared for the Board which will include an analysis of its options associated with the project development on Board-owned land.

Nature of Relationship. Our objective is to provide high-quality legal services to our clients at a fair and reasonable cost. The attorney-client relationship is one of mutual trust and confidence. If you have any questions at all concerning the terms of this engagement, our ongoing handling of this legal matter, or

[2] Our firm's current Standard Terms of Representation are located on the firm's website at www.poynerspruill.com/standard-terms-of-representation.

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about any issue relating to a monthly statement that is unclear or appears to be unsatisfactory, we invite your inquiries.

Fees and Expenses. Our fees for this matter will be based primarily on an hourly rate for each attorney and legal professional devoting time to this matter, in addition to any consultant work performed, as needed. The hourly rates for attorneys likely to be involved currently range from $350 per hour to $450 per hour. My current hourly rate for this matter is $450 per hour. My colleague, Brandon McPherson, will also be involved in this matter, and his hourly rate is $450. Our initial monthly retainer for this engagement will be billed hourly against a $60,000 retainer which includes a $30,000 monthly consultant fee.

Standard Terms of Representation. A link to our Standard Terms of Representation (the "Policy") is included in paragraph one of this engagement letter, and I encourage you to review the Policy and to contact me if you have any questions. The Policy shall apply except to the extent expressly modified by this letter.

Our bills will be on a summary basis by matter. If additional detail is desired, we are glad to provide more detail, including the time spent and services rendered by each involved attorney on a daily basis.

Choice of Law. The relationship between you and the firm, including the validity, construction, and enforceability of this engagement letter, shall be governed in all respects by the law and professional conduct rules of the State of North Carolina, without regard to conflicts of laws principles. Additionally, the state and federal courts located in the State of North Carolina shall be the exclusive forum for any dispute arising from the relationship between you and the firm or the matters described in this engagement letter.

Conclusion of Matter. The matter will conclude when all work has been completed which will be evidenced by completion of the work requested by the Board, unless otherwise agreed upon in writing by all parties. Following the conclusion of the matter, the Board may request its files be returned; otherwise, they will be retained by the firm and disposed of in accordance with our retention policy as noted in the "Conclusion of Representation; Retention and Disposition of Documents" section of the Standard Terms of Representation (see the link on Page 1).

Post-Engagement Matters. You are engaging the firm to provide legal services as set forth herein. After completion of the engagement, there may be changes in applicable laws or regulations, or new legislation or court decisions, that could have an impact upon the Board, its future rights, and liabilities. You understand and agree that you are not engaging us to monitor new legislation or court decisions, or changes in laws or regulations, that occur after we have

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completed the engagement described above, and you agree that we are not responsible for advising the Board of any such new legislation or court decisions, or changes in laws or regulations. However, as part of ***Additional Services,*** we may inform you of significant legal developments that may be important to the Board, and provide legal analysis as requested.

General Waiver of Conflicts. As you are aware, the firm represents many other companies and individuals. The Board agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those other matters may be directly or indirectly adverse to you. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. You should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent the Board. With regard to any such representations that should arise during the course of the engagement, we will give the Board advance notice of the name of the client and the nature of the proposed representation.

Privacy Policy Notice. Our attorneys have been and continue to be bound by professional standards of confidentiality under State law and our ethics standards. As a client of Poyner Spruill LLP**,** you should know that all non-public information that we receive from you is held in confidence and is not released to people outside the firm, except as agreed to by you, or as required under applicable law.

We restrict access to non-public personal information about our clients to those employees of our law firm who need to know the information in order to provide legal services to our clients. We maintain physical, electronic, and procedural safeguards that comply with our professional standards to guard your non-public personal information.

If the foregoing and Standard Terms of Representation accurately state the terms of our engagement, then this engagement letter is the confirmation of our agreement with you regarding this matter. If the foregoing and the enclosed Standard Terms of Representation do not accurately state the terms of our engagement, please let us know immediately, and do not proceed to use our firm on this particular matter until we have agreed upon the terms of engagement and another letter is delivered to you confirming those terms. Please call me if you have any questions or comments during the course of our representation.

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Once again, we are pleased to have this opportunity to represent you and look forward to working with and for you.

Very truly yours,

POYNER SPRUILL LLP

/s/ Katie G. Cornetto

By: **Katie G. Cornetto**

CC: Ms. Anna Hehenberger, CMS Office of General Counsel (via email)