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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): Compliance Assessment.

Submitting Department: Office of General Counsel Date Submitted: June 5, 2026

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

Contract Amount: $220,000.00
Contract Period: June 4, 2026 – September 30, 2026 Contact Phone No: 980-343-6228
CMBE Employee to Contact: Anna 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 #:
Lawson Requisition #:

THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION
CONTRACT FOR SERVICES

This Contract for Services ("Contract") is made and entered into effective March 31, 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 consulting services associated with the **Compliance Assessment** as more particularly described in the Scope of Work document attached hereto and incorporated herein by reference as Attachment 1, and the rates described in 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 Contractor's engagement letter, hereinafter referred to as Attachment 3 is incorporated by reference and in the event of any conflicts between and among these forms, Attachment 2 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 June 5, 2026 through September 30, 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 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,

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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 the Compliance Assessment provided in 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, not to exceed $220,000. 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. The General Counsel 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 an initial payment of $110,000 at the start of the project, with the remaining payment due to be paid at the conclusion of the project based on invoices provided. 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 200)." Including the prohibitions outlined in (2 C.F.R. 200.216) Additional information can be found at: https://www.cmsk12.org/finance/procurement-services/procurement-regulations-federal-guidance

Docusign Envelope ID: 1CAC9B66-153F-8251-8214-65FF2C9BD276

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.

[THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]
[SIGNATURES ON NEXT PAGE]

Docusign Envelope ID: 1CAC9B66-153F-8251-8214-65FF2C9BD276

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

Signature of Authorized Representative

56-149 3995
Contractor's Federal Identification #

Signed by:
Anna M. Helvenberger
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.

Initial
LJ

Initial
LJ

DocuSigned by:
C7B5FB6B7CBC47A...
Finance Officer

APPROVED AS TO FORM:

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

REVIEWED BY:

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

DocuSigned by:
C7B5FB6B7CBC47A...
Superintendent or Authorized Designee

THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

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

Docusign Envelope ID: 1CAC9B66-153F-8251-8214-65FF2C9BD276

Attachment 1

Scope of Work

Building the Foundation for a Modern Compliance and Risk Office

Drawing upon our experience implementing compliance monitoring systems, enterprise risk frameworks, cybersecurity controls, and third-party oversight programs, PS proposes the development of a comprehensive Compliance and Enterprise Risk Management capability focused on eight integrated pillars.

Pillar 1

Ethics, Integrity and Conflict of Interest Oversight

Building upon prior experience implementing monitoring and disclosure programs designed to identify conflicts, policy violations, and governance concerns, PS will establish a framework that promotes transparency, accountability, and public trust throughout the district.

Deliverables:

- Ethics Program Assessment
- Conflict of Interest Disclosure Framework
- Employee Attestation Program
- Investigation Protocols
- Governance Reporting

Pillar 2

Enterprise Risk Management

Leveraging methodologies previously utilized to identify, assess, prioritize, and mitigate enterprise risks across large organizations, PS will establish a district-wide risk management framework aligned to strategic, operational, financial, and student-centered objectives.

Deliverables:

- Enterprise Risk Assessment
- District Risk Register
- Risk Scoring Methodology
- Executive Risk Dashboard

Pillar 3

Technology Governance, Cybersecurity and Vulnerability Management

PS has extensive experience supporting technology governance initiatives involving cybersecurity oversight, vulnerability monitoring, data protection, system resilience, and technology risk management.

In today's educational environment, cybersecurity risks can disrupt learning, compromise student information, and create significant operational challenges.

Deliverables:

- Cybersecurity Maturity Assessment
- Technology Governance Framework
- Vulnerability Assessment
- Cyber Risk Dashboard
- AI Governance Framework
- Student Data Protection Review

Docusign Envelope ID: 1CAC9B66-153F-8251-8214-65FF2C9BD276

Pillar 4

Third Party Risk and Vendor Oversight

Drawing from prior work evaluating critical service providers, operational resilience capabilities, cybersecurity controls, and contractual obligations, PS will establish a structured framework for assessing and monitoring vendors supporting district operations.

Deliverables:

- Vendor Risk Framework
- Due Diligence Standards
- Vendor Risk Inventory
- Critical Vendor Assessments

Pillar 5

Business Continuity and Operational Resilience

PS has supported organizations in evaluating disaster recovery capabilities, continuity planning, incident response preparedness, and operational resilience strategies.

This experience translates directly into ensuring continuity of educational services during disruptive events.

Deliverables:

- Business Continuity Assessment
- Recovery Planning Framework
- Critical Operations Inventory
- Crisis Management Playbooks

Pillar 6

Regulatory Compliance and Internal Controls

Building on prior compliance transformation initiatives, PS will create a sustainable compliance structure capable of managing complex regulatory obligations while strengthening internal controls.

Deliverables:

- Compliance Inventory
- Regulatory Mapping
- Internal Control Framework
- Audit Remediation Tracking

Pillar 7

Operational Excellence and Performance Assurance

PS recognizes that compliance should not merely identify problems but improve performance.

Leveraging experience with process improvement, operational effectiveness, and performance measurement, PS will evaluate opportunities to improve efficiency while maintaining strong controls.

Deliverables:

- Process Assessments
- Operational Efficiency Reviews
- Control Optimization Recommendations
- KPI Framework

Pillar 8

Board Governance and Executive Reporting

Our prior work has included development of executive reporting structures that provide leadership with timely, actionable insight regarding risk, compliance, cybersecurity, and organizational performance.

Docusign Envelope ID: 1CAC9B66-153F-8251-8214-65FF2C9BD276

Deliverables:
- Board Compliance Dashboard
- Executive Risk Dashboard
- Corrective Action Monitoring
- Proposed Job Duties for Compliance
- Annual Compliance Report

Attachment 2

Price List

Fee Basis: Attorneys: ~$300/hour and Compliance Experts: ~$250/hour
Compliance Assessment not to exceed $220,000.00

Docusign Envelope ID: 1CAC9B66-153F-8251-8214-65FF2C9BD276

Attachment A

Standard Terms and Conditions

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.

Docusign Envelope ID: 1CAC9B66-153F-8251-8214-65FF2C9BD276

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.

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

Docusign Envelope ID: 1CAC9B66-153F-8251-8214-65FF2C9BD276

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.

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,

Docusign Envelope ID: 1CAC9B66-153F-8251-8214-65FF2C9BD276

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

Docusign Envelope ID: 1CAC9B66-153F-8251-8214-65FF2C9BD276

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.

Docusign Envelope ID: 1CAC9B66-153F-8251-8214-65FF2C9BD276

POYNSPR-01 JCOLLINSJHA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/6/2026

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS 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	CONTACT NAME: Brittany Taylor
Oakbridge Insurance Agency 950 Country Club Road Rocky Mount, NC 27804	PHONE (A/C, No, Ext): FAX (A/C, No): (252) 451-9400 E-MAIL ADDRESS: btaylor@oakbridgeinsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Poyner Spruill LLP 301 S College St Ste 2900 Charlotte, NC 28202	INSURER A : Cincinnati Insurance Company	10677
	INSURER B : QBE Specialty Insurance Company	11515
	INSURER C : Atlantic Specialty Insurance Company	27154
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		ECP 0495647	7/7/2025	7/7/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			ECP 0495647	7/7/2025	7/7/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			ECP 0495647	7/7/2025	7/7/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		EWC 0720474	7/7/2025	7/7/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Cyber Liability			CELP001208949206900	8/20/2025	8/20/2026	Aggregate	5,000,000
C	Crime			MMX0007950825	8/20/2025	8/20/2026	Occurrence	5,000,000

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

Insurer D: Federal Insurance - Policy 8033626332 eff 8/20/25 to 8/20/26 Excess Liability - Limit $5,000,000

Insurer E: Great American - Policy XSC F06680002 eff 8/20/25 to 8/20/26 Excess Fraudulent Transfer/Social Engineering - Limit $500,000

The Charlotte-Mecklenburg Board of Education is an additional insured with respect to general liability when required by written contract.

CERTIFICATE HOLDER

The Charlotte-Mecklenburg Board of Education
P.O. Box 30035
Charlotte, NC 28230-0035

CANCELLATION

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

jessica Collins

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ALAS
Attorneys' Liability Assurance Society

January 02, 2026

Poyner Spruill LLP
301 Fayetteville Street, Suite 1900
Raleigh, NC 27601

To Whom It May Concern:

CONFIRMATION OF INSURANCE

We hereby confirm that Poyner Spruill LLP has Professional Liability Coverage under Policy LPL-1689-2026 with an annual limit of $25,000,000 per claim and $50,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The self-insured retention under such Policy is $500,000 each claim up to an aggregate of $1,000,000 and $100,000 each claim thereafter.

The Policy effective date is from January 1, 2026 to January 1, 2027.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD.,
A RISK RETENTION GROUP

By: Nancy Montroy

Date: January 02, 2026

Nancy Montroy
Vice President - Director of Underwriting

10 South Riverside Plaza
Suite 1100
Chicago, IL 60606
312.697.6900 tel
312.697.6901 fax
alas.com