

MEMORANDUM

To: CMS Board of Education
From: Dr. Crystal Hill, Superintendent
Date: September 16, 2026
Re: Board of Education Contracts and Governance Concerns

Pursuant to NC Gen. Stat. § 115C-276(a), I am bound by all legal acts of the board of education. Not only am I Superintendent and Chief Executive Officer of Charlotte Mecklenburg Schools, but I am also – by statute – Secretary to the Board of Education. My status as Secretary of the Board of Education is set forth in CMS Policy Code BDD, although this position is *ex officio* and does not carry voting power. As Superintendent I am responsible for the organization and administration of the Charlotte Mecklenburg Schools, and you have directed me – by policy – to make myself available to the members of the Board both individually and in formal meetings of that body for professional judgments regarding the public school program in Mecklenburg County.

CMS Policy Code BDD explains that the Board of Education is responsible for establishing policies and overseeing management of the district's major systems. In exercising your oversight responsibilities, your policy states that you will not interfere with my management of the district. If you choose to review the performance of management systems (such as human resources or finance), policy BDD states that you will do so using metrics proposed by the Superintendent and approved by the Board. You can also review the integrity of all major management systems, "where integrity is defined as overall effectiveness, including structure, process, metrics, internal controls, etc." In turn, I am responsible for ensuring all procedures, controls, checks and balances, and codes of ethics are being properly executed.

The Board is in a precarious position. I believe you have an obligation to the public to discuss all that has happened and to own any mistakes that may have been made so that trust can be rebuilt. I believe the Board owes employees and taxpayers an explanation for why it employs more than a dozen attorneys but has retained two different law firms to conduct compliance reviews of finance and HR systems over the last six months. The Board has now hired a third law firm to investigate the Board's contracting process. As Superintendent, I am

not clear on why these reviews are necessary and I do not believe it is appropriate to remove me from the discussion and decision-making process.

I have put together a timeline of information I have received. I acknowledge this information may be incomplete. Therefore, I would encourage you all to fill in gaps with your own information and share it with the group so that these issues can be fully vetted.

TIMELINE

- **SY24-25**: CMS held a contract with SYDKIMYL to provide consulting and coaching through the Academic Services division. SYDKIMYL is a local educational consulting company owned by Kimberly McGregor. Kimberly McGregor is married to Raki McGregor.
- **September 1, 2024**: CMS entered into a consulting contract with SYDKIMYL for Raki McGregor to fulfill a Scope of Work “to empower [CMS] with comprehensive responsibility for all aspects of the CELC partnership.” I oversaw his work and was responsible for administering the contract. Specifically, the contract granted Mr. McGregor “oversight and leadership involvement in key initiatives identified by the Superintendent,” which were: 1) the housing initiative known as “At Home in CMS,” and 2) the student mentorship program. CMS paid Mr. McGregor \$13,000 a month under the terms of the contract, which was scheduled to expire June 30, 2025. Mr. McGregor was considered an “Executive in Residence” and was a part of my cabinet team. **Exhibit A.**
- **March 14, 2025**: The Academic Services division submitted, as a consent agenda item for the March 25th meeting, a request for the Board to approve a \$175,000 increase in the existing SYDKIMYL contract. The increase was intended to allow SYDKIMYL to provide new services (i.e. Camp CMS, expanded middle school support, development of standard operating procedures).
- **March 20, 2025**: The SYDKIMYL contract was moved from consent to action on the Board of Education agenda. Board members submitted questions, which Staff answered. The Q&A document is attached as **Exhibit B.**
- **March - April 2025**: Some BOE members and members of the public raised concerns that there was a conflict of interest because Mr. McGregor was working as Chief Executive in Residence and his wife’s company was directly benefiting from a service contract with CMS. It is my understanding that the Board’s Office of General Counsel (“OGC”) and Compliance department reviewed these claims and concluded there was no conflict of interest. I do not know if this determination was formally documented at that time.
- **March 25, 2025**: At the Board meeting, the SYDKIMYL contract was approved by a vote of 5-3. Board members voting against the contract were: Easley, Nunn, and Cline.
- **May 2, 2025**: Chair Sneed asked me to speak with the County Manager regarding a one-time allocation from the County’s fund balance for contracted services to support social

emotional learning (“SEL”). This request was unusual because it was not raised during the budget process, and because Chair Sneed cannot unilaterally determine budget priorities or requests. Chair Sneed brought this request to me after I presented my budget recommendation to the Board of Education.

- **May 20, 2025:** I was asked to attend a meeting with Chair Sneed and Mr. McGregor to discuss Mr. McGregor’s work as Executive in Residence. After Mr. McGregor left, Chair Sneed gave me a blue folder containing outcome data to demonstrate the efficacy of SEL services provided to CMS students by SYDKIMYL. At that time, SYDKIMYL was providing SEL services to CMS students based on a contract paid by the Mecklenburg County Board of County Commissioners (“MCBOCC”).
- **June 9, 2025:** After MCBOCC adopted their budget, Chair Sneed asked me about the funding request for SEL. I informed Chair Sneed that I did not talk with the County Manager about making this appropriation because this did not come up as an area of need during the budget process.
- **June 2025:** I learned that the County Manager had cut approximately \$600,000 that had been previously allocated to SYDKIMYL from the County’s budget.
- **May/June 2025:** I met with Mr. McGregor and, later, the cabinet team to remind everyone that certain political activities must be avoided when they are connected to professional obligations for CMS. In multiple separate conversations, I asked Mr. McGregor not to draw me into political conversations and not to give anyone the impression that I support a particular candidate or candidates. My reminders regarding political activities were consistent with Board Policy Code P-POLI.
- **June 2025:** I became concerned that Mr. McGregor was looking to take advantage of his role as Executive in Residence, his proximity to sitting members of the Board of Education, and his association with candidates running for seats on the Board of Education. Mr. McGregor was very upset with the three Board members who voted against the SYDKIMYL contract. I believe he wanted to help get candidates elected to the Board who would approve additional SYDKIMYL contracts.
- **June 30, 2025:** Mr. McGregor’s contract with CMS as Executive in Residence expired.
- **July 21, 2025:** I was contacted by a partner to review a Charlotte Ledger article entitled: *“A CMS contractor, with close ties to Crystal Hill and Charlotte business leaders, is raising eyebrows by publicly supporting challengers; political payback against critics?”* The article featured a Facebook post of Charlitta Hatch and Raki McGregor. **Exhibit C.**
- **July 24, 2025:** Although I had previously considered offering Mr. McGregor another contract as Executive in Residence, I was very uncomfortable with the potential and perceived conflicts of interest involving SYDKIMYL, and the continued public scrutiny. I informed Mr. McGregor that he would not be offered another contract as Executive in

Residence. I called Chair Sneed twice to discuss the separation from Mr. McGregor. She was not supportive of this decision.

- **July 25, 2025:** I called each remaining BOE Member (Easley, Cline, Byers-Bailey, Nunn, Rankin, Witherspoon, Monterey-Duvall, Sanders-Shipp) to inform them that Mr. McGregor would not be offered another contract as Executive in Residence. BOE members thanked me for the call and understood why I made the decision. Vice Chair Rankin expressed concerns about the decision citing that he believed the media stories came from certain BOE members.
- **August 2025:** The Academic Services division entered into a contract with SYDKIMYL (middle school principal coaching) for \$180K (which was a significant decrease from the prior contract and below the threshold to require a Board vote). The term was from August 2025 - January 2026.
- **September 8, 2025:** Chair Sneed and Vice-Chair Rankin directed me to add SYDKIMYL to the Board agenda to share its impact on our 2025 academic results. I questioned the request because it did not make sense to me to single out SYDKIMYL when many other vendor partners had an equal or greater impact on student achievement. I decided that instead of just having one vendor present at the meeting, we would invite multiple vendors to the Board meeting to share their impact on student outcomes.
- **September 16, 2025:** The Tuesday Morning Forum hosted a panel featuring BOE member candidates. During the Q&A portion, Mr. McGregor, who was in the audience, questioned Ms. Easley about her decision to vote against the SYDKIMYL contract presented to the BOE on March 25, 2025. Anna London and Charlitta Hatch were on the panel as well.
- **October 2025 - November 2025:** Chair Sneed and Mr. McGregor presented at two conferences (the North Carolina School Board's Association and the Council of Great City Schools) marketing the work of SYDKIMYL and the impact on the success of CMS. Those conferences resulted in at least two contracts for SYDKIMYL. I was not aware that Chair Sneed and Raki McGregor were presenting at these conferences. **Exhibit D.** I am not aware of the Board taking a vote to approve Chair Sneed's endorsement of SYDKIMYL on behalf of CMS.
- **November 4, 2025:** Election night. Four new members were elected to the Board of Education.
- **November 24, 2025:** During my weekly meeting with the Chair and Vice Chair ("C/VC"), I was asked why the SYDKIMYL contract with the Academic Services division was not going to be extended. I responded that I was unaware and would look into it. (Later, when I discussed this with Melissa Balknight, I learned the middle school assistant superintendents felt they were on the right trajectory and had a strong plan in place to accelerate the necessary areas and no longer needed support from SYDKIMYL.) While discussing preparation for the December budget meeting with the C/VC, I shared that I

intended to make cuts to the central office budget to provide an additional supplement for teachers in years 15 - 25 since the NC teacher salary scale is flat for those teachers. This supplement would be in addition to the supplement that I would include in my budget recommendation for County expansion. Chair Sneed indicated that she thought there was a better use for those funds but did not identify the need. During all subsequent conversations on the teacher supplement, Chair Sneed never identified any additional needs.

- **November 25, 2025:** I was a guest at the Tuesday Morning Forum. During the forum, an online viewer submitted a question as to why the SYDKIMYL contract with CMS was not going to be extended. When one of the organizers asked for the identity of the person asking the question, the response was that they asked to remain anonymous. Ms. Byers-Bailey and Dr. Witherspoon were present at the event.
- **November 25, 2025:** I met with Ms. Haynes to discuss her goals and hopes for her term as a new school board member. Ms. Haynes told me her main purpose as a school board member was to make sure “black businesses like SYDKIMYL get contracts” (or words to that effect). I was surprised by this response because she specifically mentioned SYDKIMYL.
- **December 9, 2025:** Swearing in for the new Board members.
- **January 13, 2026:** Anna Hehenberger was appointed as Acting General Counsel during closed session. My input was not sought prior to the Board making this decision.
- **January 2026:** CMS’s non-SEL Contract (August 2025 - January 2026) with SYDKIMYL ended.
- **January 31, 2026:** The Board of Education terminated its contract with long-time General Counsel, Andre Mayes, via a lump sum severance payment costing approximately \$289,000. I was not involved in the Board’s decision [REDACTED] Employee Personnel File [REDACTED] Employee Personnel File I was not part of any of the personnel discussions involving [REDACTED] Employee [REDACTED], and I was excused from the closed session when these matters were discussed.
- **February 4, 2026:** A Poyner Spruill billing entry on this date shows, “Office conference with Katie Cornetto and Brandon McPherson re potential hiring of consultant for the schools through Poyner Spruill and best means to do so.” I never initiated a conversation with Poyner Spruill about hiring a consultant for the schools and I do not know of any reason why this would be an appropriate task for Poyner Spruill to undertake. I have only recently received the billing statements for Poyner Spruill, which are attached at the end of the exhibits.

- **February 19, 2026:** Poyner Spruill was selected as outside counsel to review a grievance filed against Chair Sneed, Vice Chair Rankin, and Acting General Counsel Anna Hehenberger by a school district employee. I do not know who chose Poyner Spruill for this work. I was told this contract needed to originate from my office. Board member Anna London was the point of contact for the CMS Board. **Exhibit E.** Even though I was the contracting party and it was a district employee who filed the grievance, Poyner Spruill did not communicate with me about the investigation. I was not contacted during the course of the investigation, nor have I seen the results of the investigation. I do not know if Board members were made aware of the grievance against Chair Sneed, Vice Chair Rankin, and Acting General Counsel Anna Hehenberger. I have attached the grievance as **Exhibit E1.**
- **March 16, 2026:** During the weekly Chair and Vice Chair meeting (“C/VC”), Chair Sneed directed me not to include approximately \$4.5 Million for an additional teacher supplement for teachers with 15 to 25 years of experience in my budget recommendation. Chair Sneed indicated there was a better use of funds. VC Rankin asked what the Chair wanted to use the funding for, but she did not respond directly. Chair Sneed asked that we put the funds on “hold.” I explained I must present a balanced budget and I can’t put the money on hold, so I put the \$4.5 Million toward the local funding of anticipated state raises.
- **March 24, 2026:** I presented the first budget report outlining items that would be included in my budget recommendation for the 2026-2027 school year.
- **March 25, 2026:** Poyner Spruill and Qconnect, LLC, entered into a Strategic Services Agreement for Qconnect (“Consultant”) to provide “strategic advisory, influence advisory, and related services” to support Poyner Spruill’s contract with CMS related to the At Home in CMS project. The term of the contract is one year, during which time Poyner Spruill paid Consultant \$30,000 a month. **Exhibit F.** Qconnect, LLC is owned by Raki McGregor. I was unaware of the engagement with Qconnect, LLC and Raki McGregor at the time this contract was entered, and I believe most Board members were also unaware. However, Poyner Spruill’s billing entries seem to indicate Chair Sneed was having regular meetings with Poyner Spruill and “Consultant.” As Superintendent, I was tasked with handling the At Home in CMS project and these efforts were carried out by my Recruitment, Retention, and Talent team. I do not know how, why, or when this program was turned over to Poyner Spruill, Chair Sneed, and Raki McGregor. To my knowledge, and that of my staff, Mr. McGregor has not provided any meaningful input or assistance with the At Home in CMS initiative since his Executive In Residence contract ended on June 30, 2025.

- **March 25, 2026:** Chair Sneed and Kelly Klutz, Chief Finance Officer, exchanged a series of emails. Chair Sneed informed Ms. Klutz that “Board operations will need, not including previously identified funds, \$200K for board contracted services and OGC will need an additional \$100 [thousand] for Board contracted services through the end of the fiscal year.” Ms. Klutz responded to Chair Sneed on April 7 and copied me. **Exhibit G.** The response stated that unbudgeted funds were not available to cover those costs, but the Board could appropriate funds from its fund balance. To my knowledge, there was no Board discussion or vote to transfer funds from fund balance to allow the Board to pay \$300k in contracted services. At this time, I was still unaware of the existence of the Poyner Spruill contract with Qconnect, and I believe most Board members remained unaware. I still do not know what these funds were to be used for or whether the contracted services were necessary.
- **April 9, 2026:** I met with Chair Sneed for our weekly check-in. Chair Sneed shared that some Board Members had questions that should be addressed in a budget report, but she did not relay specific questions. The following broad topics were provided: allotments/ADM; CO Office cuts; PreK; EC Budget; Theory of Change Bricks; Capturing Kids’ Hearts/Social Workers/Psychologist; CROWN Academy; impact on Goals and Guardrails. Chair Sneed asked that this budget report be presented at the April 14th meeting. I was surprised by this request but worked with staff to gather information on a very short timeline.
- **April 10, 2026:** The Board of Education issued a Request for Proposals (“RFP”) for a law firm to conduct a “Compliance Assessment.” I found this decision to be unusual and suspected the Board was launching a fishing expedition for grounds to terminate me. The Board is not supposed to be involved in the day-to-day operations of the school district and no one ever spoke to me about the RFP or need for a compliance assessment. **Exhibit H.**
- **April 14, 2026:** Staff presented budget report #2 on the same day as the scheduled public hearing. The Board asked meaningful questions. However, the Board never directed me to change/modify anything in the recommendation that was originally presented on March 24, 2026.
- **April 20, 2026:** During the Board’s retreat, which included the Executive Cabinet, Dr. Hill shared that she was the only individual in the room who could be fired without cause for political reasons, despite district success. Chair Sneed elevated her voice and asked why Dr. Hill continued to make that statement. Coach Bee, the facilitator, interrupted Chair Sneed to bring the session back to order.

- **April 28, 2026:** In an 8-1 vote, the Board directed me to develop a revised budget recommendation to be presented for approval on May 12, 2026. Following the BOE budget vote, I requested clarification of the motion and how I would receive direction from the full Board. Following a brief exchange including repeated requests for clarification, Chair Sneed indicated I would receive direction at a later time and ended the meeting.
- **April 29, 2026:** I called Chair Sneed to receive direction about the joint meeting with the County Manager and C/VC of both Boards later that afternoon. The original purpose of the meeting (which had been scheduled for months) was to discuss how the BOE budget would be presented to the MCBOCC. I suggested a pivot since the budget was not approved. Based on the Board's vote, the new budget would not be approved until May 12th, which was after the scheduled MCBOCC meeting on May 6th. During the meeting with Mecklenburg County, the decision was made to postpone the CMS presentation to the MCBOCC until after the BOE adopted a budget.
- **April 29, 2026:** I received a calendar invitation for a BOE work session scheduled for Saturday, May 2nd. A few minutes later, the invitation was canceled. I texted Chair Sneed to ask if a Board meeting was scheduled. Chair Sneed responded: "No, it is for the board." After multiple exchanges, Chair Sneed indicated that neither I, nor my staff, were allowed to attend the publicly noticed Budget Workshop because she claimed it was for Board members only. If this meeting had taken place as Chair Sneed suggested, it would have been a violation of law.
- **April 30, 2026:** During a check-in with Chair Sneed, I asked for additional information regarding next steps for budget development that was due in less than 8 business days. I asked about the Budget Workshop and how staff would know how to proceed. I shared the importance of staff being able to hear the discussion that may lead to any direction given by the full Board, and that it was unreasonable to ask staff not to attend a public meeting that was specifically noticed to provide them with direction regarding a revised budget recommendation. Chair Sneed became very upset and expressed that she didn't care what I did. After a long pause, we quickly wrapped up our check-in.
- **May 2, 2026:** The Budget Workshop was called to order, the agenda was amended, and the Board immediately went into closed session to discuss a confidential personnel issue. The Board remained in closed session for over an hour. Poyner Spruill has a billing entry on this date for attending the "special meeting" with BOE.

- **May 7, 2026:** There is a billing entry for a telephone conference with Poyner Spruill, Chair Sneed, and “Consultant” regarding reports, budget updates and response to Board budget questions and presentations. I believe Mr. McGregor was the “Consultant” in this meeting and that the discussion was to either determine how to include a budget line item benefitting Mr. McGregor (or SYDKIMYL) and/or to discuss my personnel issues. In either case, I am not sure the full Board authorized Chair Sneed to have such discussions with Mr. McGregor.
- **May 2 - May 12, 2026:** I attended Board budget sessions and subsequent staff meetings to adjust the draft budget per the direction of the Board. Following each meeting, staff received de-identified feedback. We were not allowed to know which Board members made particular requests, which I find concerning. The budget process is supposed to be public. The de-identified feedback directed staff to include contracted services (reserved for local businesses) to provide direct-to-student SEL services. When I saw this feedback, I immediately suspected the change was meant to benefit SYDKIMYL.
- **May 12, 2026:** Staff presented a revised budget recommendation. There were very few substantive changes, including removing Capturing Kids’ Hearts (a three-year SEL contract that was in its final year) and replacing it with a line-item expenditure of approximately \$1M for local SEL contracted services. This change directly benefits SYDKIMYL.
- **May 13, 2026:** The Board of Education called an Emergency Closed Session to discuss a confidential personnel matter. I was not aware of the meeting.
- **May 18, 2026:** The Board of Education entered into a contract with Brooks Pierce, although I was unaware of the engagement at the time. I still do not know the full scope of work Brooks Pierce was asked to deliver, but I believe they were brought in to find a way to terminate my employment for cause.
- **May 26, 2026:** Katie Cornetto from Poyner Spruill presented updates to the Board of Education regarding the At Home in CMS project. The presentation stated there would be “\$0” impact on the CMS budget, and that CMS would receive “\$1M from the City for CMS/IHSF preconstruction costs.” A timeline for the next steps was presented; the timeline did not include any information about needing or hiring a consultant. The Board approved an option to lease property, which was included in the meeting materials.
- **May 28, 2026:** Katelyn Huneycutt, Assistant Finance Officer, emailed Ms. Klutz to report a phone call with the Board Clerk, Stacie Moseley. Ms. Moseley was inquiring about how to pay consultant services for the Board. Ms. Huneycutt notified Ms. Moseley about the process for setting up a new vendor with the district, and the need for a paper contract based on Board policy. Ms. Klutz forwarded the email to me so that I would be aware of the communication. Ms. Klutz informed me that she would ensure the district follows its normal financial procedures. **Exhibit I.**

- June 5, 2026:** Poyner Spruill and Qconnect, LLC, entered into a Strategic Services Agreement for Qconnect (“Consultant”) to provide “strategic advisory, influence advisory, and related services” to support Poyner Spruill’s contract with CMS related to the “Compliance Assessment” project. The term of the contract began June 5, 2026, and continues through September 30, 2026, during which time Poyner Spruill is paying Consultant up to \$132,000. **Exhibit J.** I was unaware of the engagement with Qconnect, LLC and Raki McGregor at the time this contract was entered, and was suspended four days later. I believe most Board members were unaware of this contract. However, the payment term of the contract says Poyner Spruill’s “obligation to pay Consultant is based solely on Client’s receipt of funds from CMS for whom the Consultant is providing services.” As Superintendent, I would never have asked Mr. McGregor to provide these services, nor do I think it is appropriate for many reasons addressed later in this memorandum. I did not learn of this contract until September 9, 2026.
- June 9, 2026:** I was told the Board received “several serious allegations” related to my management of the school system and that I would be suspended due to the “nature of the allegations” and investigated. I was told this information would never be made public if I resigned by Friday. I consider this extortion. (For more information regarding my suspension and the investigation, see my Memorandum concerning the investigation.) Importantly, since the investigation concluded, I have learned that one of the matters used to justify my suspension and investigation had already been investigated by OGC.
- June 11, 2026:** [REDACTED] Employee Personnel File

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- June 16, 2026:** I believe that on or about this date, all Board members were aware of Raki McGregor’s involvement with the At Home in CMS contract as a consultant for Poyner Spruill.
- August 11, 2026:** [REDACTED] Employee Personnel File

[REDACTED]	Employee Personnel File
[REDACTED]	Employee Personnel File

Exhibit K. The Board of Education voted to return me to work immediately, but I believe my statements, made during the investigation, angered one or more Board members, who (as a result) refused to clear my name. Although the Board’s attorneys told my attorney that it would be “an unconditional return to work,” Chair Sneed made a public statement suggesting otherwise. When I heard and read Chair Sneed’s comments on the night of August 11, my

attorney sent an immediate cease and desist. It is my understanding Chair Sneed was extremely upset during the discussion about returning me to work. It was reported to me that Chair Sneed yelled, cried, claimed to be quitting, handed her gavel to Vice Chair Rankin, and left the building. I am told Vice Chair Rankin chased Chair Sneed into the parking garage. It was reported to me that other Board members yelled at each other during this time.

- **August 12, 2026:** Ms. Klutz forwarded me a series of email correspondence wherein she notified Chair Sneed that the payments to Poyner Spruill cannot be processed because there is not a written contract or purchase order, as required by Board policy. Chair Sneed responded to Ms. Klutz that she “did not know” Ms. Klutz was missing needed documentation for the Poyner Spruill contract and that Ms. Hehenberger would be handling it. **Exhibit L.** To my knowledge, no one within CMS knew the purpose or scope of the Poyner Spruill contract with Mr. McGregor’s company except Chair Sneed and, possibly, Vice Chair Rankin. Additionally, I believe Chair Sneed knew of the district’s contracting requirements and intentionally circumvented them to avoid disclosure of Mr. McGregor’s involvement.
- **August 14, 2026:** In preparation for an upcoming press conference, I provided Ms. Hehenberger a draft statement for the media clearing my name. I was told the Board wanted me to “hold” on a public statement. I do not believe there was a meeting of the Board or a vote taken whereby the Board came to a consensus that I was not allowed to speak to the media about the results of the investigation.
- **August 14, 2026:** I met with a Board member who informed me of concerns about the Poyner Spruill contract that came to light during my suspension. The Board member informed me that Poyner Spruill had a contract for legal services with the district, which included a fee of \$30,000 per month for a paid “consultant” to provide services related to At Home in CMS. The Board member informed me that the “consultant” was Raki McGregor. The Board member was angry because she was not aware Brooks Pierce would be hiring a consultant and she would not have voted to hire Mr. McGregor as the consultant.
- **August 18, 2026:** I received an email from Chair Sneed less than 20 minutes before I was supposed to make a public statement during the press conference. The email stated that the Board still has not received “final information and recommendations related to the investigation.” Chair Sneed said “[a]t that time, the Board will vote on the recommendations and next steps, which will be shared with the Superintendent.” I naively believed this statement and chose not to issue a public statement about the conclusion of the investigation. At the next Board meeting, the Board did not vote on recommendations or next steps about the investigation.

- **August 20, 2026:** I met with Ms. Hehenberger to review the needs of the district and to be brought up to speed on items I missed during the period of my suspension. I asked Ms. Hehenberger about the purpose of the Poyner Spruill contract, and she told me Poyner Spruill was conducting a “needs assessment.” Ms. Hehenberger said this assessment was due to the compliance department having been dismantled; the Board wanted Poyner Spruill to assess how the department should be organized. I found this disturbing for several reasons: 1) district organization is my responsibility; and 2) because no one consulted me about the “needs assessment.” Furthermore, I was not aware of a Board discussion or vote on this matter, which would have been public. Also, Ms. Hehenberger’s explanation did not align with my understanding of the \$30,000/month consultant payments to Raki McGregor.
- **August 20, 2026:** After my meeting with Ms. Hehenberger, it seemed she was not aware of the full scope of the Poyner Spruill contract and the issues it was causing for district employees. No one had resolved how to deal with Chair Sneed’s demand for payment of \$30,000 monthly invoices. Since I had just been suspended [REDACTED] Employee Personnel File [REDACTED] Employee Personnel [REDACTED], I wanted to ensure I passed this information along. I emailed my concerns about potential contract and policy violations to the full Board and copied Ms. Hehenberger. **Exhibit M.**
- **August 22, 2026:** Board member Shamaie Haynes responded to my email and copied two district employees criticizing me for reporting “serious characterizations” to the full Board “before current facts and support documentation have been obtained and reviewed.” (I am still astounded by the irony of this statement.) Further, Ms. Haynes stated my report “does not establish misconduct or a governance concern and risks creating an unfair impression” about Chair Sneed’s actions. Ms. Hanes then asked that “concerns involving the Board Chair, Board Operations staff, legal invoices, or potential noncompliance be verified with the individuals directly involved before conclusions are circulated to the full Board.” I am concerned about Ms. Haynes’ flagrant violation of Board policy. It is neither required nor appropriate for me to take my concerns about Board governance to a single Board member, nor is it my role to “establish misconduct” before bringing information to the Board. The Board’s operating procedures (section 5.2) provides that Superintendent-initiated communication is shared with the full Board. In contrast, section 4.4 explains that Ms. Haynes should have met privately with me to discuss her concerns or brought her concerns to Chair Sneed for assistance. Under no circumstances should she have copied district employees on an email criticizing me.
- **August 22, 2026:** An employee filed a lengthy grievance against Chair Sneed for harassment, potential illegal activity regarding contracting, and for creating a hostile work environment. Since Ms. Hehenberger is named as a witness in the grievance, OGC turned the investigation over to an outside law firm (Campbell Shatley). I do not know

who has been identified as the Board’s contact person for the investigation or if the Board is using a different process compared to the last grievance that was filed against Chair Sneed, Vice Chair Rankin, and Ms. Hehenberger.

- **August 25, 2026:** I attended closed session;

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- **August 26, 2026:** I learned through a media report that the Office of the State Auditor is looking into the circumstances surrounding your investigation of me. Ms. Hehenberger forwarded the State Auditor’s communication to me on August 27.
- **September 3, 2026:** I discovered, through conversations with Melissa Balknight and Ms. Klutz, that OGC previously investigated one of the complaints that was used as the basis for my suspension. This investigation took place in May 2026 and OGC had already determined there was no violation by CMS staff. I believe Ms. Hehenberger was aware of the prior investigation. I do not know which, if any, Board members were aware of the prior investigation when they suspended me and hired Brooks Pierce to re-investigate this allegation.
- **September 9, 2026:** I learned through an email from Ms. Hehenberger that Mr. McGregor is benefiting from a second contract with Poyner Spruill related to a compliance assessment of district operations, specifically targeting HR and finance. Mr. McGregor is receiving \$132,000.00 of the \$220,000 paid to Poyner Spruill for the assessment. This is \$13,000/month; the same amount he was paid while working for CMS as Executive in Residence. Similar to the At Home in CMS contract, Mr. McGregor is being treated as a “consultant” with a contract term from June 5 to September 30, 2026. There are many issues with this arrangement, including: 1) Mr. McGregor does not have public school administration experience in the areas of HR or finance and is not qualified to conduct this review; 2) the scope of services in Mr. McGregor’s contract is nonsensical (and is identical to the housing scope of work) and not measurable; 3) the Board paid Brooks Pierce nearly \$400,000 for my investigation, which it claimed included a review of HR and finance; 4) Mr. McGregor is motivated to identify problems with my leadership because I ended his relationship with CMS; 5) none of my staff have had any interaction with Mr.

McGregor regarding this “review”; 6) Poyner Spruill requested confidential records that are not related to a general compliance review; 7) Mr. McGregor’s contract with Poyner Spruill does not include an adequate confidentiality provision. As you know, Ms. Hehenberger also has concerns about the lack of transparency regarding this contract and potential conflicts of interest.

- **September 10, 2026:** I learned Poyner Spruill has completed its compliance review and is prepared to present to the Board. I find this surprising since no one from Poyner Spruill has spoken to me about the scope of the compliance review or findings.

SUMMARY OF CONCERNS

There is a lot I do not understand about the events listed here, particularly the ongoing involvement of Poyner Spruill or Mr. McGregor. If I don’t understand the Board’s decisions from my seat as Superintendent, we can’t reasonably expect employees or taxpayers to understand. I support a comprehensive compliance review, but I also feel I should have been involved or (at the very least) informed. Moreover, I feel there were far more cost-effective ways to gather the information the Board wanted; I would have preferred the review to have been conducted by an organization with special expertise in public school district operations and compliance. I do not support outsourcing such work to law firms to hide behind claims of attorney-client privilege.

I am attaching copies of the Board’s contracts and billing statements concerning Poyner Spruill. **Exhibits N and O.** I do not know if you have seen them before. If you have not seen them, I think it is important for each of you to review these documents to ensure you are fully informed of the work that was done by these law firms on your behalf. If you find that work was done without the Board’s knowledge or approval, I think that is a concern. I think you should request and review statements from all outside firms currently doing work for the Board on the matters touched upon in this Memorandum, which include: 1) Brooks Pierce, 2) Campbell Shatley, and 3) Lewis Brisbois.

My final concern is that several members of my cabinet team have submitted resignations since my return to work. I believe these resignations reflect a loss of confidence in the Board of Education. I hope a public discussion of these matters will help improve morale and allow us to focus on the important work of educating children. As with the Memorandum I provided to each of you concerning my personnel investigation and suspension, I encourage you to treat this as a public document that can be discussed and shared openly, so long as you redact the confidential information of employees who filed grievances.

THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION **Exhibit A-1**
CONTRACT ROUTING SHEET

Contractor (name): Sydkimyl Consulting, LLC
 (address): 1815 Washington Avenue, Charlotte, NC 28216

CMS Vendor Number: 1135551-1

Purpose of Contract (brief description):

The objective of this engagement is to empower Charlotte-Mecklenburg Schools (CMS) with comprehensive responsibility for all aspects of the CELC partnership. This includes the ongoing oversight and leadership involvement in key initiatives identified by the Superintendent. Specifically, this engagement will focus on Goal 4, the Housing Initiative, and the Student Mentorship Program, ensuring these initiatives are effectively managed and aligned with the district's strategic priorities.

Submitting Department: Superintendent's Office

Date Submitted: 09/03/24

Budget Account Number: 2-700-801-6941-311

Requisition #: 1212884

(Place Req # on Contract Page 1)

Contract Amount: \$130,000.00

Contract Period: Sept. 5, 2024 – June 30, 2025

Contact Phone No: 980-343-0403

CMBE Employee to Contact: Dr. Crystal Hill

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	_____	_____	_____

Contract #:
Lawson Requisition #: 1212884

**THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION
CONTRACT FOR SERVICES**

Exhibit A-2

This Contract for Services ("Contract") is made and entered into effective September 5, 2024 between **The Charlotte-Mecklenburg Board of Education** ("CMBE") and **Sydkimyl Consulting, LLC** ("Contractor" or "Seller").

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 coaching and consulting as more particularly described in the Scope of Work document attached hereto and incorporated herein by reference as **Exhibit 1**.

The term of this Contract shall be **September 5, 2024 through June 30, 2025**.

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

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, 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:

			Budget Account No. :
(i)	Contractor's Fee	\$ 130,000.00	2-700-801-6941-311
(ii)	Travel Not to Exceed	\$ _____	_____
(iii)	Lodging/Food Not to Exceed	\$ _____	_____
(iv)	Other	\$ _____	_____
(v)	Total Not to Exceed	<u>130,000.00</u>	<u>2-700-801-6941-311</u>

3. **Project Coordinator**. **Dr. Crystal Hill** 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**. **Raki McGregor** 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. Contractor to submit invoices on the following schedule: **The contractor will invoice the CMBE on a monthly basis.**

<u>Payment Number</u>	<u>Period Covered by Invoice</u>	<u>Date of Invoice</u>	<u>Amount</u>
1	Sep. 5-30, 2024	October 1, 2024	\$13,000.00
2	Oct. 1-31, 2024	November 1, 2024	\$13,000.00
3	Nov. 1-30, 2024	December 1, 2024	\$13,000.00
4	Dec. 1-31, 2024	January 1, 2025	\$13,000.00
5	Jan. 1, 2025	February 1, 2025	\$13,000.00
6	Feb. 1-28, 2025	March 1, 2025	\$13,000.00
7	Mar. 1-31, 2025	April 1, 2025	\$13,000.00
8	Apr. 1-30, 2025	May 1, 2025	\$13,000.00
9	May 1-31, 2025	June 1, 2025	\$13,000.00
10	Jun. 1-31, 2025	July 1, 2025	\$13,000.00

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)." Include 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.

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

Sydkimyl Consulting, LLC

Contractor Name

Kimberly McGregor

2CC1E3BCB3154C3...

Signature of Authorized Representative

Contractor's Federal Identification #

[if Contract is with Organization or Social Security Number if individual]

DocuSigned by:

Dr. Crystal Hill, Superintendent

83186AA43FA588E...
Originator/Fund Owner

☐
☐

Associate/Assistant Superintendent
Special Fund Owner

This instrument has been preaudited
in the manner required by the School
Budget and Fiscal Control Act.

DocuSigned by:

Kay

C7B5FB6B7C8C47A...

Finance Officer

DS

kk

DS

kk

APPROVED AS TO FORM:

Signed by:

Heather S. Bankert

962BDF494A89494...

School Board Attorney

REVIEWED BY:

Shawn Kenlyhart

F6F4A648739B438...

Division of Insurance and Risk
Management

THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

DocuSigned by:

Dr. Crystal Hill, Superintendent

83186AA43FA548E...

Superintendent OR Authorized Designee

☐ Chief Academic Officer

☐ Chief Operating Officer

Stephanie M. Sneed

9B320ACA37AE4DF...

THE CHARLOTTE MECKLENBURG BOARD OF EDUCATION CHAIR (if applicable)

Attachment A**Standard Terms and Conditions**

1. Acceptance. Seller's acknowledgment of the terms of this purchase order (this "Order"), without timely express written objection, or Seller's shipment or performance of any part of this Order, constitutes an agreement to (i) all terms and conditions set forth or referenced herein and on the face of this Order, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this Order (including without limitation any request for proposals or invitation for bids or Seller's response thereto) that deal with the same subject matter as this Order, and (iv) any other terms and conditions of a written agreement signed by Seller and The Charlotte-Mecklenburg Board of Education ("CMBE") that deals with the same subject matter as this Order (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Seller and CMBE with respect to the purchase by CMBE of the (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to CMBE shall control. This Order constitutes an offer by CMBE and expressly limits acceptance to the terms and conditions stated herein. No additional or supplemental provision or provisions in variance herewith that may appear in Seller's quotation, acknowledgment, invoice, or in any other communication from Seller to CMBE shall be deemed accepted by or binding on CMBE. CMBE hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until CMBE's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by CMBE are subject to correction.

2. Quantities. Shipments must equal exact amounts ordered unless otherwise agreed in writing by CMBE. The award of a term contract neither implies nor guarantees any minimum or maximum purchases.

3. Prices. If Seller's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or Services, Seller agrees to give CMBE the benefit of such lower price on any such Goods or Services. In no event shall Seller's price be higher than the price last quoted or last charged to CMBE unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.

4. Invoices. It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision may subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to CMBE's accounts payable department with a copy to the CMBE Project Coordinator.

5. Freight on Board. All shipments of Goods are FOB destination unless otherwise stated in the Contract Documents.

6. Taxes. Applicable taxes shall be invoiced as a separate item.

8. Condition and Packaging. Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

9. Delays in Shipment. Time and date of delivery are of the essence, except when delay is due to causes beyond Seller's reasonable control and without Seller's fault or negligence.

10. Risk of Loss. Seller shall have the risk of loss of and damage to the Goods subject to the Contract Documents until such Goods are delivered to the destination and accepted by CMBE or its nominee.

11. Rejection. All Goods and Services shall be received subject to CMBE's inspection. Goods or Services that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at Seller's expense or may be accepted at a reduced price. CMBE may require Seller to promptly replace or correct any rejected Goods or Services and, if Seller fails to do so, CMBE may contract with a third party to replace such Goods and Services and charge Seller the additional cost.

12. Compliance with All Laws. Seller warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.

13. 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.

14. Warranties. Seller warrants that all Goods and Services delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by CMBE of the Goods and Services and shall run to CMBE and any user of the Goods or Services. This express warranty is in addition to Seller's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or equity, CMBE shall be entitled to all rights and remedies provided by the Uniform Commercial Code, Chapter 25 of the North Carolina General Statutes, for breach of express warranties and implied warranties of merchantability or fitness for a particular purpose, including but not limited to consequential and incidental damages.

15. Indemnification. Seller shall indemnify and hold harmless CMBE, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Seller's failure to comply with any

applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Seller's performance or lack of performance of the terms and conditions of the Contract. In the event that any Goods or Services sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Seller shall indemnify and save harmless CMBE, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Goods or Services and are contributed to by said condition. In the event Seller, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of CMBE in the performance of the Contract Documents, Seller agrees that it will indemnify and hold harmless CMBE, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.

16. Insurance. Unless such insurance requirements are waived or modified by CMBE or the Charlotte-Mecklenburg Department of Insurance and Risk Management ("DIRM"), Seller 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 - Seller 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 - Seller shall maintain commercial general liability insurance that shall protect Seller 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 Seller, Seller shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. Seller 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 Seller to CMBE and shall contain the provision that CMBE be given 30 days' written notice of any intent to amend or terminate by either Seller 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.

17. 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 Seller. If the Contract is terminated by CMBE in accordance with this paragraph, Seller 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 Seller 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.

18. Termination for Default. CMBE may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Seller. 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 Seller shall be liable to CMBE for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.

19. Contract Funding. It is understood and agreed between Seller 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 Seller

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 Seller for damages of any kind (general, special, consequential or exemplary) as a result of such termination.

Exhibit A-8

20. Accounting Procedures. Seller 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.

21. Improper Payments. Seller shall assume all risks attendant to any improper expenditure of funds under the Contract. Seller 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. Seller shall make such refunds within 30 days after CMBE notifies Seller in writing that a payment has been determined to be improper.

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

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

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

25. Contract Modifications. The Contract may be amended only by written amendment duly executed by both CMBE and Seller. 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 Seller's performance; (b) do not increase Seller'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 Seller, 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.

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

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

28. Nondiscrimination. During the performance of the Contract, Seller 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.

29. Conflict of Interest. Seller 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. Seller

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

31. Kickbacks to Seller. Seller 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 Seller has grounds to believe that a violation of this clause may have occurred, Seller shall promptly report to CMBE in writing the possible violation.

32. Monitoring and Evaluation. Seller 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. Seller shall permit CMBE to evaluate all activities conducted under the Contract. CMBE has the right at its sole discretion to require that Seller remove any employee of Seller from CMBE Property and from performing services under the Contract following provision of notice to Seller of the reasons for CMBE's dissatisfaction with the services of Seller's employee.

33. Financial Responsibility. Seller is financially solvent and able to perform under the Contract. If requested by CMBE, Seller 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 Seller, the inability of Seller to meet its debts as they become due or in the event of the appointment, with or without Seller'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.

34. 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 Seller 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.

35. Inspection at Seller'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.

36. Confidential Information. Student Information: If, during the course of Seller's performance of the Contract, Seller should obtain any information pertaining to the students' official records, Seller 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 Seller's performance of the Contract, Seller should obtain any information pertaining to employees of CMBE's personnel records, Seller 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) Seller 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, or al, written or otherwise, conveyed by CMBE to Seller in connection herewith or procured, developed, produced, manufactured or fabricated by Seller in connection herewith or procured, developed, produced, manufactured or fabricated by Seller in connection with Seller's performance hereunder (collectively, "Information"). Seller 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. Seller 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 Seller hereunder. (b) Any technical knowledge or information of Seller which Seller 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.

Exhibit A-10

37. Intellectual Property. Seller 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.

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

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

40. 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.

41. No Third Party Benefits. The Contract shall not be considered by Seller to create any benefits on behalf of any third party. Seller 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.

42. 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.

43. 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 Seller pursuant to the Contract shall, at the request of CMBE, be turned over to CMBE. Any technical knowledge or information of Seller which Seller 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.

44. 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.

45. 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 Seller hereunder, CMBE shall be entitled to recover costs and reasonable attorney's fees. Seller may not assign, pledge, or in any manner encumber Seller's rights under this Order, or delegate the performance of any of its obligations hereunder, without CMBE's prior, express written consent.

46. 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.

Exhibit A-11



Greetings Dr. Hill,

SYDKIMYL CONSULTING, LLC dba SYDKIMYL Educational Consulting, LLC is pleased to confirm the understanding of the services to be provided for Charlotte-Mecklenburg Schools. SYDKIMYL Educational Consulting, LLC will provide Charlotte- Mecklenburg Schools with coaching and consulting services with Raki McGregor from September 1, 2024, through June 30, 2025.

Dr. Hill may ask SYDKIMYL Educational Consulting, LLC to add or subtract leaders as needed but the number of days each month will not exceed 15 days.

Scope of Work

The objective of this engagement is to empower Charlotte-Mecklenburg Schools (CMS) with comprehensive responsibility for all aspects of the CELC partnership. This includes the ongoing oversight and leadership involvement in key initiatives identified by the Superintendent. Specifically, this engagement will focus on Goal 4, the Housing Initiative, and the Student Mentorship Program, ensuring these initiatives are effectively managed and aligned with the district's strategic priorities.

Consulting Procedures

The engagement will include, but is not limited to, the following:

Consulting Services Fees

The engagement will include the following dates and times: Dates: September 1, 2024 - June 30, 2025

Times: Weekly meetings (hybrid as determined by consultant)

Billing: Monthly by invoice (CMS to provide process/contact for submitting invoice)

Times: 20 days a month (hybrid as determined by consultant). The School System agrees to compensate the consultant in the amount of \$13,000 monthly by invoice in the amount of \$13,000.

The W-9 for SYDKIMYL Educational Consulting, LLC has previously been submitted to Charlotte-Mecklenburg Schools.

Sincerely,
Raki McGregor



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

September 3, 2024

Charlotte Mecklenburg
Board of Education
PO Box 30035
CHARLOTTE NC 28230-0035

Account Information:

Policy Holder Details :	Sydkimyle Consulting, LLC DBA SYDKIMYL EDUCATIONAL CONSULTING
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Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.
We're here Monday - Friday.

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

Sincerely,
Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

Exhibit A 104

DATE (MM/DD/YYYY)
09/04/2024

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **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 NUTMEG INS AGENCY INC/PHS 76210781 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME:	
	PHONE (A/C, No, Ext): (888) 925-3137	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Sydkimyle Consulting, LLC DBA SYDKIMYL EDUCATIONAL CONSULTING 1813 WASHINGTON AVE CHARLOTTE NC 28216-5429	INSURER A: Hartford Underwriters Insurance Company	NAIC# 30104
	INSURER B: Trumbull Insurance Company	27120
	INSURER C: Lloyds, Underwriters at Lloyds	15792
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	X		76 SBU AF4WVP	02/18/2024	02/18/2025	EACH OCCURRENCE	\$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	☒ General Liability						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							
C	AUTOMOBILE LIABILITY			MEO442139324	03/06/2024	03/06/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO		BODILY INJURY (Per person)					
	ALL OWNED AUTOS	☐	SCHEDULED AUTOS					
	HIRED AUTOS	☒	NON-OWNED AUTOS					
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	
							AGGREGATE	
	DED	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		76 WBG AF4HED	03/06/2024	03/06/2025	☒ PER STATUTE ☐ OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$100,000
							E.L. DISEASE -EA EMPLOYEE	\$100,000
							E.L. DISEASE - POLICY LIMIT	\$500,000
C	Professional Liability			MEO442139324	03/06/2024	03/06/2025	Each Claim Aggregate	\$1,000,000 \$3,000,000

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

Those usual to the Insured's Operations. Sexual Abuse and Misconduct & Network Security and Privacy - MEO442139324 - 03/06/2024-03/06/2025 - Limit: \$1,000,000. The Business Liability Coverage Part includes a Blanket Additional Insured By Contract Endorsement, Form SL 30 32. See Acord 101 for additional coverage

CERTIFICATE HOLDER

Charlotte Mecklenburg
Board of Education
PO 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

Susan L. Castaneda

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ADDITIONAL REMARKS SCHEDULE

AGENCY NUTMEG INS AGENCY INC/PHS		NAMED INSURED SYDKIMYLE CONSULTING, LLC DBA SYDKIMYL	
POLICY NUMBER SEE ACORD 25		EDUCATIONAL CONSULTING	
CARRIER SEE ACORD 25	NAIC CODE	1813 WASHINGTON AVE	
		CHARLOTTE NC 28216-5429	
		EFFECTIVE DATE: SEE ACORD 25	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Commercial General Liability; MEO442139324 - 03/06/2024-03/06/2025; Each Occurrence \$1,000,000; Damages to rented Premises \$50,000; Medical Expenses \$5,000; Personal & Advertising Injury \$1,000,000; General Aggregate \$3,000,000; Products & Completed Operations Aggregate \$3,000,000.

BOE Questions & Responses - SYDKIMYL Contract Consent Agenda Item

In preparation for CMBE Meeting March 25, 2025

Question	Board Member Name	Response						
The language in the purpose of the abstract is vague. What are the specific goals and measurable outcomes of this contract?	Shipp	The contract supports all four goals of the Strategic Plan.						
		<table><tr><td>Middle School Coaching and Support</td><td>Goals 2 and 3</td></tr><tr><td>Student Programs, Planning, and Placement Support Coaching and Support</td><td>Goal 4</td></tr><tr><td>Summer Programming Project Management, Marketing, and Support</td><td>Goals 1, 2, 3, and 4</td></tr></table>	Middle School Coaching and Support	Goals 2 and 3	Student Programs, Planning, and Placement Support Coaching and Support	Goal 4	Summer Programming Project Management, Marketing, and Support	Goals 1, 2, 3, and 4
		Middle School Coaching and Support	Goals 2 and 3					
		Student Programs, Planning, and Placement Support Coaching and Support	Goal 4					
		Summer Programming Project Management, Marketing, and Support	Goals 1, 2, 3, and 4					
Through our partnership with SYDKIMYL, we have been able to offer coaching for middle school and K-8 leadership teams, assist middle/K-8 schools, and guide long-term planning to align with strategic goals. The consultant has also supported long term planning and provided strategies to support school turnaround. The middle school performance team is responsible for Goal 2 (6-8 reading) and Goal 3 (Math I).								
The following are the goals and measurable outcomes for the primary areas of work most closely related to the strategic plan:								
Goal: SYDKIMYL will provide direct coaching and support to an expanded group of middle school and K-8 leaders and assistant superintendents, which will exceed state growth expectations. Outcomes: ● % of students scoring CCR (college and career ready) on reading end of grade assessments in grades 3-8 will increase from 30.5% in September 2023 to 50% by June 2029 ● % of students scoring CCR (college and career ready) on Math I assessments will increase from 27.4% in September 2023 to 57% by June 2029 ● Decrease the number of middle/K-8 LPS								

		Goal: SYDKIMYL will provide executive-level coaching and strategic guidance fostering strategic decision-making, communication effectiveness, and leadership alignment with district goals. Outcomes: • SYDKIMYL consultants will provide weekly one on one or group discussions to set priorities and leadership goals. • At the conclusion of the contract, SYDKIMYL will provide a comprehensive summary of leadership growth, outcomes, and strategies for sustained impact. Goal: SYDKIMYL will evaluate the current structure of the CMS Student Placement Department and develop a comprehensive plan to optimize efficiencies, improve team performance, and restructure operations to enhance student placement outcomes. Outcomes: CMS STRATEGY Ae 2.003: Collaborate with government and private industries to increase opportunities for students to explore careers, the military and other postsecondary pathways, including internships, apprenticeships and employment. Student Programs, Planning, and Placement Goals to Support Strategic Plan: • Implement Instructure Scribbles Software in all 186 school sites in order to support transfers and choice programming by Fall 2025. • Evaluate 100% of programs and attendance boundaries impacted by the 2023 Bond in an efficient manner while getting strong community and engagement feedback to improve student outcomes by June 2025. • Increase the number of students earning tier 2 or tier 3 credentials from 2221 to 2265 by June 2025. • Increase the number of CTE concentrators from 4486 to 4576 by June 2025 Goal: SYDKIMYL will support the design, development, and implementation of a revised summer learning program using a Systems Development Life Cycle (SDLC) approach. Outcome: By August 1, 2025 100% of CMS schools will have identified students, offered summer learning opportunities aligned to district goals 1-3, delivered quality professional development and a high quality summer learning experience which will equip students and
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Exhibit B-3

		teachers with skills in the most difficult units of study or as required by Read to Achieve standards. The success of this endeavor will be measured by student pre-test, post-test, teacher survey and an increase in teacher capacity.
Who is the targeted audience or group?	Shipp	The targeted audience for each area of work is listed below: 1. Middle School and K-8 Performance Area Assistant Superintendents and Middle and K-8 School Principals 2. The Department of Student Programs, Planning, and Placement, which includes Career and Technical Education (CTE) 3. The Department of Student Programs, Planning, and Placement 4. Academics Division 5. Summer Programming Team
What Middle Schools are being served – all or a specific number of schools?	Shipp	The middle school and K-8 Performance Area Assistant Superintendents are being coached and applying their coaching practice with the principals they supervise. Specifically, the following schools receive direct support: ● Northridge Middle School ● Kennedy Middle School ● Whitewater Middle School ● Wilson STEM Middle School ● J.M. Alexander Middle School ● Ranson Middle School ● Alexander Graham Middle School ● Thomasboro Academy ● Marie G. Davis IB World School ● Governors Village STEM Academy <i>*These schools are adjusted based on data and needs throughout the year.</i>
What impact or data of results do we have for amending this contract?	Shipp	Decision Point 1: We amended the contract to go from three days to five days as schools needed additional support to meet the goals. Based on feedback from schools, principals requested additional coaching support. The academic data below reflects positive gains with the new service delivery model and additional support for middle school leadership.

Exhibit B-4

Middle School Performance Area A:

Grade	EVAAS GLP Projection	BOY MVPA GLP Projection	MOY MVPA GLP Projection	Change BOY → MOY	iReady BOY % on GL	iReady MOY % on GL	iReady MOY Change
MATH							
6	35.0%	48.6%	48.5%	-0.1%	35%	40%	5%
7	40.0%	51.5%	44.6%	-6.9%	30%	36%	6%
8	10.0%	18.7%	19.9%	1.2%	27%	33%	6%
Math I	85.4%	81.7%					
ELA							
6	36.5%	39.4%	41.5%	2.1%	33%	36%	3%
7	38.0%	36.7%	38.4%	1.7%	35%	37%	2%
8	42.5%	40.5%	44.9%	4.4%	36%	38%	2%
SCIENCE							
8		63.8%	51.6%	-12.2%			

Middle School Performance Area B:

Grade	EVAAS GLP Projection	BOY MVPA GLP Proj	MOY MVPA GLP Proj	Change BOY → MOY	iReady BOY % on GL	iReady MOY % on GL	iReady MOY Change
MATH							
6	40.6%	55.3%	55.4%	+0.1	41%	48%	7%

Exhibit B-5

7	44.5%	58.1%	54.7%	-3.4	36%	42%	6%
8	13.0%	21.9%	28%	+6.1	35%	42%	7%
Math I	85.3%	83.9%					
ELA							
6	41.1%	48.2%	49.3%	+1.1	38%	43%	5%
7	42.6%	42.1%	44.5%	+2.4	40%	43%	3%
8	47.8%	46.8%	49.6%	+2.8	42%	44%	2%
SCIENCE							
8		62.6%	58.4%	-4.2			

K-8 Performance Area (6-8 Data):

MVPA					iReady			EVAAS Projected Proficiency
	BOY	MOY	CHANGE	MVPA GLP projection	BOY	MOY	CHANGE	
MATH								
6	47.6	48.5	+1.5	48.5%	37%	44%	+7%	40.5%
7	51.6	50.3	-1.3	50.3%	31%	37%	+6%	45.9%
8	24	23.5	-0.5	23.5%	32%	41%	+9%	17.7%
ELA								
6	47.6%	50.2%	+2.6%	50.2%	38%	42%	+4	41.5%

Exhibit B-6

		<table><tr><td>7</td><td>41.6%</td><td>42.9%</td><td>+1.3%</td><td>42.9%</td><td>38%</td><td>40%</td><td>+2</td><td>41.4%</td></tr><tr><td>8</td><td>49.7%</td><td>54.5%</td><td>+4.8%</td><td>54.5%</td><td>44%</td><td>46%</td><td>+2</td><td>52.1%</td></tr><tr><td colspan="9">SCIENCE</td></tr><tr><td>8</td><td>65.4%</td><td>60.1%</td><td>-5.3%</td><td>60.1%</td><td></td><td></td><td></td><td></td></tr></table> Decision Point 2: Student Programs, Planning and Placement have undergone significant changes over the past few years due to leadership transitions. We are now focused on eliminating silos to better maximize resources and provide a cohesive experience for all families and school leaders. In collaboration with SYDKIMYL, we are evaluating and improving operational efficiencies to ensure the division can continue its current work while preparing for the impact of our district-wide move to Infinite Campus. The Department of Student Programs, Planning, and Placement is responsible for Goal 4 of the strategic plan, the Comprehensive Data Review, and all projects associated with the Bond Package. Decision Point 3: Last year, there was a department that included an Executive Director, Director, and staff (total of five), who worked on summer programming as their major project. This year, there is no department to plan, implement, and assess summer programming. Two staff members, who have other full-time workloads, have been assigned to plan and execute a summer programming option for 17,000 students that embeds all professional learning for 1,200 teachers in a lab-site model.	7	41.6%	42.9%	+1.3%	42.9%	38%	40%	+2	41.4%	8	49.7%	54.5%	+4.8%	54.5%	44%	46%	+2	52.1%	SCIENCE									8	65.4%	60.1%	-5.3%	60.1%				
7	41.6%	42.9%	+1.3%	42.9%	38%	40%	+2	41.4%																														
8	49.7%	54.5%	+4.8%	54.5%	44%	46%	+2	52.1%																														
SCIENCE																																						
8	65.4%	60.1%	-5.3%	60.1%																																		
How many employees from this consultant firm are working in the schools?	Shipp	One senior consultant works directly on school campuses. Coaching sessions for Assistant Superintendents and middle school principals take place on-site in schools.																																				
Currently, how many hours are they working each day (3 days a week) and how is this time being increased to support this work (5 days a week)?	Shipp	The senior consultant works five full days to support ten schools and three Assistant Superintendents. All other hours of work provided by SYDKIMYL Educational Consulting are assigned as necessary depending on the specific needs of each department and project, not to exceed the contract limit.																																				
What data or checks and balances to verify work being done to	Shipp	The amended contract includes the increase in daily work for the senior consultant. The team holds regular check-ins with the senior consultant and are often on site together. Project updates are																																				

support moving from 3 days increasing the total spend for this contract to \$500,000?		captured and shared with the team in regular meetings. Mid-year academic data reflects instructional gains in middle school classrooms. The increase in contract includes additional services for leadership development, summer programming and implementation, and strategic advisory, evaluation and restructuring of the Student Programs, Planning and Placement department. Each of these areas are developing standard operating procedures (SOPs) to ensure we institutionalize the positive changes.																				
What is the source of funding to pay this contract?	Shipp	Local funding.																				
What schools has SYDKIMYL worked with since October? How has this impacted instruction and scores for these schools?	Cline	The Assistant Superintendents overseeing middle schools and K-8 performance areas are actively participating in professional coaching while simultaneously implementing these coaching practices with their principals. This dual approach creates a continuous improvement cycle where leadership skills are being refined and immediately applied within the supervisory relationship. Specifically, the following schools receive direct support: <table><tr><th>School</th><th>School Performance Grade</th></tr><tr><td>Northridge Middle School</td><td>D</td></tr><tr><td>Kennedy Middle School</td><td>D</td></tr><tr><td>Whitewater Middle School</td><td>D</td></tr><tr><td>Wilson STEM Academy Middle School</td><td>F</td></tr><tr><td>J. M. Alexander Middle School</td><td>F</td></tr><tr><td>Ranson Middle School</td><td>F</td></tr><tr><td>Alexander Graham Middle School</td><td>D</td></tr><tr><td>Thomasboro Academy</td><td>F</td></tr><tr><td>Marie G. Davis IB World School</td><td>F</td></tr></table>	School	School Performance Grade	Northridge Middle School	D	Kennedy Middle School	D	Whitewater Middle School	D	Wilson STEM Academy Middle School	F	J. M. Alexander Middle School	F	Ranson Middle School	F	Alexander Graham Middle School	D	Thomasboro Academy	F	Marie G. Davis IB World School	F
School	School Performance Grade																					
Northridge Middle School	D																					
Kennedy Middle School	D																					
Whitewater Middle School	D																					
Wilson STEM Academy Middle School	F																					
J. M. Alexander Middle School	F																					
Ranson Middle School	F																					
Alexander Graham Middle School	D																					
Thomasboro Academy	F																					
Marie G. Davis IB World School	F																					

Exhibit B-8

Governors Village STEM Academy

D(Lower), C (Upper)

**These schools are adjusted based on data and needs throughout the year.*

The table below shows the academic progress of the schools being supported:

ELA							
School	EVAAS GLP Projection	BOY MVPA GLP Projection	MOY MVPA GLP Projection	Change BOY → MOY	iReady BOY % on GL	iReady MOY % on GL	iReady MOY Change
Alexander Graham	39.1	41.0	47.0	6.0	37	40	3
J M Alexandar	25.5	27.0	26.0	-1.0	22	23	1
Ranson	13.6	17.0	22.0	5.0	15	16	1
Kennedy	31.6	33.0	36.0	3.0	29	33	4
Whitewater Middle	24.2	32.0	33.0	1.0	19	21	2
Wilson	19.1	23.0	28.0	5.0	20	22	2
Northridge	25.4	31.0	29.0	-2.0	24	28	4
Thomasboro	13.5	19.0	22.0	3.0	14	22	8
Marie G Davis	12.4	21.0	27.0	6.0	13	19	6
Governors Village (Lower)	26.2	29.0	32.0	3.0	23	36	13

Exhibit B-9

		Governors Village (Upper)	25.6	31.0	34.0	3.0	26	28	2
		MATH							
		School	EVAAS GLP Projection	BOY MVPA GLP Projection	MOY MVPA GLP Projection	Change BOY → MOY	iReady BOY % on GL	iReady MOY % on GL	iReady MOY Change
		Alexander Graham	27.6	41.0	42.0	1.0	33	40	7
		J M Alexander	15.2	29.0	27.0	-2.0	18	21	3
		Ranson	5.8	14.0	18.0	4.0	10	14	4
		Kennedy	20.2	32.0	34.0	2.0	24	31	7
		Whitewater Middle	18.9	46.0	43.0	-3.0	16	21	5
		Wilson	9.0	34.0	28.0	-6.0	13	17	4
		Northridge	14.2	32.0	33.0	1.0	16	23	7
		Thomasboro	9.5	25.0	23.0	-2.0	7	14	7
		Marie G Davis	6.8	32.0	22.0	-10.0	7	15	8
		Governors Village (Lower)	12.3	40.0	36.0	-4.0	12	26	14
		Governors Village (Upper)	14.4	29.0	29.0	0.0	16	24	8

Exhibit B-10

How has the group helped leadership align with the district goals? As talented as our leadership team, what is new that they have brought to the table?	Cline	Consultants with SYDKIMYL prioritize work that aligns to the district Strategic and Annual plans. The contract supports all four goals of the Strategic Plan: <table><tr><td>Middle School Coaching and Support</td><td>Goals 2 and 3</td></tr><tr><td>Student Programs, Planning, and Placement Support Coaching and Support</td><td>Goal 4</td></tr><tr><td>Summer Programming Project Management, Marketing, and Support</td><td>Goals 1, 2, 3, and 4</td></tr></table> Within our continuous improvement model, Charlotte-Mecklenburg Schools provides coaching and professional learning to leaders at all levels within the organization. In addition to this approach being a valued tool for recruitment and retention of high-quality leaders, it also supports alignment to the district’s vision and mission. The Academics Division was restructured at the start of the 2024-2025 school year providing a new service delivery model which is designed to support our strategic goals. A newly formed middle school district leadership team required additional support in order to refine their focus and provide assistance to schools. Through our partnership with SYDKIMYL, we have been able to offer coaching for middle school leadership teams, assist K-8 schools, and guide long-term planning to align with strategic goals. The middle school performance team is responsible for Goal 2 (6-8 reading) and Goal 3 (Math I). We have many new school leaders at the middle school level, and there is a significant need for support as we work to accelerate growth and meet our strategic goals.	Middle School Coaching and Support	Goals 2 and 3	Student Programs, Planning, and Placement Support Coaching and Support	Goal 4	Summer Programming Project Management, Marketing, and Support	Goals 1, 2, 3, and 4
Middle School Coaching and Support	Goals 2 and 3							
Student Programs, Planning, and Placement Support Coaching and Support	Goal 4							
Summer Programming Project Management, Marketing, and Support	Goals 1, 2, 3, and 4							
What PD have they conducted to improve teacher instruction or leadership instruction?	Cline	One senior consultant provides on-site coaching at middle and K-8 school campuses, working directly with Assistant Superintendents and principals. These comprehensive coaching sessions incorporate classroom observations, detailed student outcome data analysis, and curriculum evaluation to ensure alignment with state standards. The coaching model places particular emphasis on strengthening professional learning communities for teachers, ensuring that academic discussions and instructional planning remain data-driven and						

		centered on student needs.																																																																
What impact on leadership has the consulting group had?	Cline	The Assistant Superintendents and principals overseeing middle school and K-8 programs have responded enthusiastically to the coaching sessions, consistently requesting expanded support and additional time with the consultant. School leaders report feeling well-supported by the senior consultant and have successfully implemented sustainable structures for continuous school improvement. The strategic decision to assign a single coach across all middle school and K-8 performance areas has proven especially valuable, enabling effective calibration and standardization of instructional best practices throughout these programs.																																																																
How have the literacy and math scores improved with this advisory service?	Cline	The data below shows middle school and k-8 progress from beginning of year to middle of year: <table><thead><tr><th>Grade</th><th>EVAAS GLP Projection</th><th>BOY MVPA GLP Projection</th><th>MOY MVPA GLP Projection</th><th>Change BOY → MOY</th><th>iReady BOY % on GL</th><th>iReady MOY % on GL</th><th>iReady MOY Change</th></tr></thead><tbody><tr><td colspan="8">MATH</td></tr><tr><td>6</td><td>35.0%</td><td>48.6%</td><td>48.5%</td><td>-0.1%</td><td>35%</td><td>40%</td><td>5%</td></tr><tr><td>7</td><td>40.0%</td><td>51.5%</td><td>44.6%</td><td>-6.9%</td><td>30%</td><td>36%</td><td>6%</td></tr><tr><td>8</td><td>10.0%</td><td>18.7%</td><td>19.9%</td><td>1.2%</td><td>27%</td><td>33%</td><td>6%</td></tr><tr><td>Math I</td><td>85.4%</td><td>81.7%</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td colspan="8">ELA</td></tr><tr><td>6</td><td>36.5%</td><td>39.4%</td><td>41.5%</td><td>2.1%</td><td>33%</td><td>36%</td><td>3%</td></tr></tbody></table>	Grade	EVAAS GLP Projection	BOY MVPA GLP Projection	MOY MVPA GLP Projection	Change BOY → MOY	iReady BOY % on GL	iReady MOY % on GL	iReady MOY Change	MATH								6	35.0%	48.6%	48.5%	-0.1%	35%	40%	5%	7	40.0%	51.5%	44.6%	-6.9%	30%	36%	6%	8	10.0%	18.7%	19.9%	1.2%	27%	33%	6%	Math I	85.4%	81.7%						ELA								6	36.5%	39.4%	41.5%	2.1%	33%	36%	3%
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6	36.5%	39.4%	41.5%	2.1%	33%	36%	3%																																																											

Exhibit B-12

7	38.0%	36.7%	38.4%	1.7%	35%	37%	2%
8	42.5%	40.5%	44.9%	4.4%	36%	38%	2%
SCIENCE							
8		63.8%	51.6%	-12.2%			

Middle School Performance Area B:

Grade	EVAAS GLP Projectio n	BOY MVPA GLP Proj	MOY MVPA GLP Proj	Change BOY → MOY	iReady BOY % on GL	iReady MOY % on GL	iReady MOY Change
MATH							
6	40.6%	55.3%	55.4%	+0.1	41%	48%	7%
7	44.5%	58.1%%	54.7%	-3.4	36%	42%	6%
8	13.0%	21.9%	28%	+6.1	35%	42%	7%
Math I	85.3%	83.9%					
ELA							
6	41.1%	48.2%	49.3%	+1.1	38%	43%	5%
7	42.6%	42.1%	44.5%	+2.4	40%	43%	3%
8	47.8%	46.8%	49.6%	+2.8	42%	44%	2%
SCIENCE							
8		62.6%	58.4%	-4.2			

Exhibit B-13

		<table><tr><th colspan="5">MVPA</th><th colspan="3">iReady</th><th rowspan="2">EVAAS Project ed Proficie ncy</th></tr><tr><th></th><th>BOY</th><th>MOY</th><th>CHANG E</th><th>MVPA GLP projection</th><th>BOY</th><th>MOY</th><th>CHANGE</th></tr><tr><th colspan="9">MATH</th></tr><tr><td>6</td><td>47.6</td><td>48.5</td><td>+1.5</td><td>48.5%</td><td>37%</td><td>44%</td><td>+7%</td><td>40.5%</td></tr><tr><td>7</td><td>51.6</td><td>50.3</td><td>-1.3</td><td>50.3%</td><td>31%</td><td>37%</td><td>+6%</td><td>45.9%</td></tr><tr><td>8</td><td>24</td><td>23.5</td><td>-0.5</td><td>23.5%</td><td>32%</td><td>41%</td><td>+9%</td><td>17.7%</td></tr><tr><th colspan="9">ELA</th></tr><tr><td>6</td><td>47.6%</td><td>50.2%</td><td>+2.6%</td><td>50.2%</td><td>38%</td><td>42%</td><td>+4</td><td>41.5%</td></tr><tr><td>7</td><td>41.6%</td><td>42.9%</td><td>+1.3%</td><td>42.9%</td><td>38%</td><td>40%</td><td>+2</td><td>41.4%</td></tr><tr><td>8</td><td>49.7%</td><td>54.5%</td><td>+4.8%</td><td>54.5%</td><td>44%</td><td>46%</td><td>+2</td><td>52.1%</td></tr><tr><th colspan="9">SCIENCE</th></tr><tr><td>8</td><td>65.4%</td><td>60.1%</td><td>-5.3%</td><td>60.1%</td><td></td><td></td><td></td><td></td></tr></table>	MVPA					iReady			EVAAS Project ed Proficie ncy		BOY	MOY	CHANG E	MVPA GLP projection	BOY	MOY	CHANGE	MATH									6	47.6	48.5	+1.5	48.5%	37%	44%	+7%	40.5%	7	51.6	50.3	-1.3	50.3%	31%	37%	+6%	45.9%	8	24	23.5	-0.5	23.5%	32%	41%	+9%	17.7%	ELA									6	47.6%	50.2%	+2.6%	50.2%	38%	42%	+4	41.5%	7	41.6%	42.9%	+1.3%	42.9%	38%	40%	+2	41.4%	8	49.7%	54.5%	+4.8%	54.5%	44%	46%	+2	52.1%	SCIENCE									8	65.4%	60.1%	-5.3%	60.1%				
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What instructional coaching has occurred that is different from what our leaders have provided?	Cline	This instructional coaching is unique because it transcends district roles within the performance areas and schools being supported. The coaching framework is applied to the performance area leader, school leader, and instructional leaders of each school (assistant superintendent, principal, multi-classroom leaders, teachers, etc.). Having the time to provide coaching that is unique to each school and each role is what sets this coaching apart from other experiences. This is a commonly																																																																																																											

Exhibit B-14

		used model with other vendors to support teachers, school leaders on a strategy or a new resource being used.																																
What is the additional \$175,000 going to provide and how is this going to improve scores?	Cline	The amended contract includes the increase in daily work for the Senior Consultant to work until the end of the school year at the same rate and pace. The team holds regular check-ins with the Senior Consultant and are often on site together. Project updates are captured and shared with the team in regular meetings. Mid-year academic data reflects instructional gains in middle school classrooms. The increase in contract also includes additional services from five other consultants to support the Planning, Placement, and Programs department in for leadership development, summer programming and implementation, and strategic advisory, evaluation and restructuring of the Student Programs, Planning and Placement department. Each of these areas are developing standard operating procedures (SOPs) to ensure we institutionalize the positive changes.																																
What results has this group shown with other systems or even CMS that would support choosing them over another service group?	Cline	The SYDKIMYL group has worked in large organizations to support CEOs and other top leaders in large organizations. Collaborating organizations include, Duke, UCLA, Johns Hopkins, and other major healthcare and Fortune 500 retailers. The senior consultant who works with our middle and K-8 leaders has served in multiple states and NC districts as a teacher, principal, Chief of Schools, Chief Academic Officer, and Superintendent with a track record of significantly improving student outcomes (GLP, CCR, and Growth) specifically in reading and math.																																
How has this program improved student outcomes this past year to justify the money as well as the 175K increase in funds?	Easley	The data below shows middle school and K-8 progress from beginning of year to middle of year: Middle School Performance Area A: <table><tr><th>Grade</th><th>EVAAS GLP Projection</th><th>BOY MVPA GLP Projection</th><th>MOY MVPA GLP Projection</th><th>Change BOY → MOY</th><th>iReady BOY % on GL</th><th>iReady MOY % on GL</th><th>iReady MOY Change</th></tr><tr><td colspan="8">MATH</td></tr><tr><td>6</td><td>35.0%</td><td>48.6%</td><td>48.5%</td><td>-0.1%</td><td>35%</td><td>40%</td><td>5%</td></tr><tr><td>7</td><td>40.0%</td><td>51.5%</td><td>44.6%</td><td>-6.9%</td><td>30%</td><td>36%</td><td>6%</td></tr></table>	Grade	EVAAS GLP Projection	BOY MVPA GLP Projection	MOY MVPA GLP Projection	Change BOY → MOY	iReady BOY % on GL	iReady MOY % on GL	iReady MOY Change	MATH								6	35.0%	48.6%	48.5%	-0.1%	35%	40%	5%	7	40.0%	51.5%	44.6%	-6.9%	30%	36%	6%
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7	40.0%	51.5%	44.6%	-6.9%	30%	36%	6%																											

Exhibit B-15

8	10.0%	18.7%	19.9%	1.2%	27%	33%	6%
Math I	85.4%	81.7%					
ELA							
6	36.5%	39.4%	41.5%	2.1%	33%	36%	3%
7	38.0%	36.7%	38.4%	1.7%	35%	37%	2%
8	42.5%	40.5%	44.9%	4.4%	36%	38%	2%
SCIENCE							
8		63.8%	51.6%	-12.2%			

Middle School Performance Area B:

Grade	EVAAS GLP Projectio n	BOY MVPA GLP Proj	MOY MVPA GLP Proj	Change BOY → MOY	iReady BOY % on GL	iReady MOY % on GL	iReady MOY Change
MATH							
6	40.6%	55.3%	55.4%	+0.1	41%	48%	7%
7	44.5%	58.1%%	54.7%	-3.4	36%	42%	6%
8	13.0%	21.9%	28%	+6.1	35%	42%	7%
Math I	85.3%	83.9%					
ELA							
6	41.1%	48.2%	49.3%	+1.1	38%	43%	5%

Exhibit B-16

7	42.6%	42.1%	44.5%	+2.4	40%	43%	3%
8	47.8%	46.8%	49.6%	+2.8	42%	44%	2%
SCIENCE							
8		62.6%	58.4%	-4.2			

K-8 Performance Area (6-8 Data):

MVPA					iReady			EVAAS Project ed Proficie ncy
	BOY	MOY	CHANG E	MVPA GLP projection	BOY	MOY	CHANGE	
MATH								
6	47.6	48.5	+1.5	48.5%	37%	44%	+7%	40.5%
7	51.6	50.3	-1.3	50.3%	31%	37%	+6%	45.9%
8	24	23.5	-0.5	23.5%	32%	41%	+9%	17.7%
ELA								
6	47.6%	50.2%	+2.6%	50.2%	38%	42%	+4	41.5%
7	41.6%	42.9%	+1.3%	42.9%	38%	40%	+2	41.4%
8	49.7%	54.5%	+4.8%	54.5%	44%	46%	+2	52.1%
SCIENCE								

Exhibit B-17

		<table><tr><td>8</td><td>65.4%</td><td>60.1%</td><td>-5.3%</td><td>60.1%</td><td></td><td></td><td></td><td></td></tr></table>	8	65.4%	60.1%	-5.3%	60.1%																																																																																																			
8	65.4%	60.1%	-5.3%	60.1%																																																																																																						
Where is the data to this program and how has it improved middle school performance?	Easley	The table below shows the academic progress for the middle and K-8 schools being supported: <table><tr><th colspan="8">ELA</th></tr><tr><th>School</th><th>EVAAS GLP Projection</th><th>BOY MVPA GLP Projection</th><th>MOY MVPA GLP Projection</th><th>Change BOY → MOY</th><th>iReady BOY % on GL</th><th>iReady MOY % on GL</th><th>iReady MOY Change</th></tr><tr><td>Alexander Graham</td><td>39.1</td><td>41.0</td><td>47.0</td><td>6.0</td><td>37</td><td>40</td><td>3</td></tr><tr><td>J M Alexander</td><td>25.5</td><td>27.0</td><td>26.0</td><td>-1.0</td><td>22</td><td>23</td><td>1</td></tr><tr><td>Ranson</td><td>13.6</td><td>17.0</td><td>22.0</td><td>5.0</td><td>15</td><td>16</td><td>1</td></tr><tr><td>Kennedy</td><td>31.6</td><td>33.0</td><td>36.0</td><td>3.0</td><td>29</td><td>33</td><td>4</td></tr><tr><td>Whitewater Middle</td><td>24.2</td><td>32.0</td><td>33.0</td><td>1.0</td><td>19</td><td>21</td><td>2</td></tr><tr><td>Wilson</td><td>19.1</td><td>23.0</td><td>28.0</td><td>5.0</td><td>20</td><td>22</td><td>2</td></tr><tr><td>Northridge</td><td>25.4</td><td>31.0</td><td>29.0</td><td>-2.0</td><td>24</td><td>28</td><td>4</td></tr><tr><td>Thomasboro</td><td>13.5</td><td>19.0</td><td>22.0</td><td>3.0</td><td>14</td><td>22</td><td>8</td></tr><tr><td>Marie G Davis</td><td>12.4</td><td>21.0</td><td>27.0</td><td>6.0</td><td>13</td><td>19</td><td>6</td></tr><tr><td>Governors Village (Lower)</td><td>26.2</td><td>29.0</td><td>32.0</td><td>3.0</td><td>23</td><td>36</td><td>13</td></tr><tr><td>Governors</td><td>25.6</td><td>31.0</td><td>34.0</td><td>3.0</td><td>26</td><td>28</td><td>2</td></tr></table>	ELA								School	EVAAS GLP Projection	BOY MVPA GLP Projection	MOY MVPA GLP Projection	Change BOY → MOY	iReady BOY % on GL	iReady MOY % on GL	iReady MOY Change	Alexander Graham	39.1	41.0	47.0	6.0	37	40	3	J M Alexander	25.5	27.0	26.0	-1.0	22	23	1	Ranson	13.6	17.0	22.0	5.0	15	16	1	Kennedy	31.6	33.0	36.0	3.0	29	33	4	Whitewater Middle	24.2	32.0	33.0	1.0	19	21	2	Wilson	19.1	23.0	28.0	5.0	20	22	2	Northridge	25.4	31.0	29.0	-2.0	24	28	4	Thomasboro	13.5	19.0	22.0	3.0	14	22	8	Marie G Davis	12.4	21.0	27.0	6.0	13	19	6	Governors Village (Lower)	26.2	29.0	32.0	3.0	23	36	13	Governors	25.6	31.0	34.0	3.0	26	28	2
ELA																																																																																																										
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Governors Village (Lower)	26.2	29.0	32.0	3.0	23	36	13																																																																																																			
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Exhibit B-18

		Village (Upper)							
		MATH							
		School	EVAAS GLP Projection	BOY MVPA GLP Projection	MOY MVPA GLP Projection	Change BOY → MOY	iReady BOY % on GL	iReady MOY % on GL	iReady MOY Change
		Alexander Graham	27.6	41.0	42.0	1.0	33	40	7
		J M Alexander	15.2	29.0	27.0	-2.0	18	21	3
		Ranson	5.8	14.0	18.0	4.0	10	14	4
		Kennedy	20.2	32.0	34.0	2.0	24	31	7
		Whitewater Middle	18.9	46.0	43.0	-3.0	16	21	5
		Wilson	9.0	34.0	28.0	-6.0	13	17	4
		Northridge	14.2	32.0	33.0	1.0	16	23	7
		Thomasboro	9.5	25.0	23.0	-2.0	7	14	7
		Marie G Davis	6.8	32.0	22.0	-10.0	7	15	8
		Governors Village (Lower)	12.3	40.0	36.0	-4.0	12	26	14
		Governors Village (Upper)	14.4	29.0	29.0	0.0	16	24	8

Exhibit B-19

How is this different from our own PD department and our support with SOFG that we are already getting.	Easley	The Charlotte-Mecklenburg Schools Professional Development (PD) Department consists of three employees who support the logistical aspects of professional learning, primarily for school staff. The PD department does not offer coaching or professional development for staff. The department organizes, calendars, and logs professional learning experiences offered. Student Outcomes Focused Governance (SOFG) is a framework to support district reporting of student academic outcomes. The Learning and Teaching Division offers targeted professional development to schools, aligning with essential resources and standards. Our performance area specialists work directly in classrooms, providing real-time modeling and coaching for teachers while also delivering specialized training to principals on effective instructional strategies. Our redesigned service delivery model empowers Assistant Superintendents—all with successful principalship experience—to focus primarily on instructional excellence and leadership coaching. This model prioritizes schools with significant needs, creating meaningful partnerships that allow Assistant Superintendents to provide comprehensive support across all their assigned schools during this initial implementation year. As we standardize our leadership support systems, our Senior Consultant conducts school visits to provide actionable feedback to both school leaders and performance area teams, strengthening our long-term approach. This collaborative team of Assistant Superintendents and the Senior Consultant drives rapid school transformation, instructional leadership enhancement, and effective turnaround strategies. The targeted schools in this initiative carry state and federal designations requiring intensified support to accelerate improvement. Upon completion of this coaching cycle, participating leaders will have developed sustainable leadership practices designed to improve outcomes in alignment with our strategic plan objectives.
I see that this seems to be very connected to Raki, was the relationship disclosed and how is Raki involved?	Easley	SYDKIMYL Educational Consulting LLC is solely owned by Kimberly McGregor. SYDKIMYL has been a vendor partner with Charlotte-Mecklenburg schools since 2019. Kimberly McGregor is an educator and a former employee of Charlotte-Mecklenburg Schools. SYDKIMYL is a 100% MWSBE business. Raki McGregor is the husband of Kimberly McGregor. Raki McGregor is not an employee of Charlotte-Mecklenburg Schools and does not have the authority to authorize any financial transactions. Raki McGregor began his formal partnership with Charlotte-Mecklenburg Schools in April 2022 as the lead Executive-in-Residence of the Charlotte Executive Leadership Council (CELC).

Exhibit B-20

		Raki McGregor was asked to serve on the Superintendent's cabinet by former Interim Superintendent, Hugh Hattabaugh. Mr. McGregor continues to serve on the Superintendent's Cabinet.
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A CMS contractor, with close ties to Crystal Hill and Charlotte business leaders, is raising eyebrows by publicly supporting challengers; political payback against critics?



The Charlotte-Mecklenburg Board of Education voted in March to increase the amount of a contract for executive coaching to \$500,000. The husband of the firm's owner is a key advisor Superintendent Crystal Hill, has ties to key business executives and is publicly supporting two school board challengers in districts where incumbents had opposed the increase to the contract.

by Tony Mecia

At a school board meeting in March, first-term Charlotte-Mecklenburg Schools board member Melissa Easley told her colleagues that she planned to vote against a proposal to increase a contract by \$125,000 for executive coaching services in CMS middle schools.

She said the money could be better used, that other programs already did the same thing and that, as a former teacher, she had never heard of the company CMS was hiring, **SYDKIMYL Educational Consulting**.

“I have never encountered this firm or seen [its] results in our classroom, and I have been in there since 2011. Where is the evidence that this directly impacts our student outcomes?” said Easley, who represents northern Mecklenburg. “... Let’s prioritize spending that directly affects our students and supports our staff that are already tirelessly working in schools.”

Easley and two other board members opposed the contract boost, but they were outvoted by a five-person board majority that sided with Superintendent Crystal Hill administration and approved the change.

Now, two of the three board members who didn’t vote to approve the contract have candidates in their districts who are backed by one of the superintendent’s top advisors: **Raki McGregor**, who happens to be the husband of SYDKIMYL Educational Consulting’s owner.

McGregor — who separately [had his own \\$13,000-a-month CMS consulting contract for working with Hill](#) — is also a consultant for the **Charlotte Executive Leadership Council (CELC)**, a group of influential CEOs and other leaders of more than 40 of the Charlotte region’s biggest companies, including **Atrium Health, Bank of America, Red Ventures, Lowe’s and Duke Energy**.

The public involvement in school board races by a CMS contractor and advisor so close to the superintendent — who is supervised by the school board — would be unusual by itself. Top professional staff of local governments typically stay out of local politics.

But throw in the matter of the contract for his wife, and his ties to Charlotte’s most prominent business leaders, and McGregor’s involvement appears to some board

members and CMS watchers as heavy-handed political payback against those who were doing their jobs by questioning CMS expenditures.

McGregor [appeared last week in a Facebook video](#) posted by Charlitta Hatch when she filed at the Board of Elections to take on Easley in this fall's election:



(There's also a third candidate in the race, former high school math teacher Bill Fountain.)

When asked by The Ledger why she was running, Hatch said she comes from a long line of CMS graduates and that she and her husband have a rising 3rd-grader in CMS — and that her background as the city of Charlotte’s chief data and analytics officer and her pursuit of a doctorate in urban education at UNC Charlotte give her a strong understanding of technology and policy. Hatch, who lives in Highland Creek and is also the former president of the Junior League of Charlotte.

“I’ve known Raki for a while,” she said. “Does he support me? Yes. But did he ask me to run or convince me or is he backing me? No. This is something I wanted to do.”

Easley, in an interview with The Ledger, says she doesn’t regret anything she’s done on the board: “I stand by what I said and what I questioned. I will continue to question our budget and our line items to make sure we are using our tax dollars effectively.”

McGregor is a former Novant Health executive. He heads CMS’s “executive-in-residence” program, in which the district has received the business expertise of leaders from more than 20 CELC companies in the last three years. A spokeswoman for the Foundation for the Carolinas, which lends administrative support to the CELC, says that McGregor “advises [the] CELC on important issues and opportunities within our public school system.” The CELC pays for a portion of McGregor’s CMS contract, she said.

In addition to the CMS contracts, SYDKIMYL also received \$600,000 from Mecklenburg County in fiscal year 2025 for “social and emotional learning instruction” in grades K-8, [WFAE reported](#).

McGregor didn’t respond last week to inquiries from The Ledger. His wife [told The Charlotte Observer in May](#): “The work that I’m doing with CMS doesn’t have anything to do with my husband.”

A CMS spokeswoman didn’t reply to questions from The Ledger on Friday.

How much deference to give to superintendent?

The CMS school board had been in a relatively drama-free era following a few tumultuous years of Covid-related school closings, criticism over handling of sexual assault allegations and the ouster of a superintendent. But this November's election, in which six of nine school board seats are on the ballot, has the potential to ramp up intrigue. At stake is the leadership of a school system with 140,000+ students and a nearly \$2B annual budget — at a time when there are lingering questions from parents about the district's recent personnel decisions, and as federal education cutbacks could be approaching.

One of the emerging divisions on the board seems to be the amount of deference to give to Hill, who was appointed superintendent in May 2023 on a 6-3 vote. The bloc that voted against the change to McGregor's wife's contract — Easley, **Summer Nunn** and **Lisa Cline** — seems more inclined to publicly question the CMS administration than the school board majority.

In the March debate over the contract, for instance, board vice chair **Dee Rankin**, who represents University City, chided Easley for “digging into operations” of the district instead of holding the superintendent accountable for results.

“Sometimes what happens is as board members, we are so passionate, we begin to sometimes dig into operations, which is not our role,” he said. “... If this is a need that the district feels needs to be done, then I support that. ... We still have to be fiscally responsible, but sometimes, we say we're trying to be efficient, but what we're doing is digging into operations.”

At the same meeting, board chair **Stephanie Sneed** said: “I do think it is important for us to be fiscally responsible, but it's also our responsibility to listen to what staff needs.”

‘We keep receipts’

McGregor also has ties to the school board race in south Charlotte/Steele Creek, in the district represented by Nunn — who was one of two sitting board members to vote

against Hill's appointment as superintendent two years ago and sided with Easley against McGregor's wife's contract increase.

McGregor is the chairman of the board of workforce development nonprofit **Charlotte Works**, and the organization's CEO, **Anna London**, filed to run for Nunn's school board seat on the first day of filing, July 7.

In a LinkedIn post the same day, McGregor congratulated her on her candidacy — while saying his support was “entirely in my personal capacity as a private citizen,” and not as a representative of CMS, Charlotte Works or the Charlotte Executive Leadership Council's executive-in-residence program that he leads.

In the post, he called Hill “the most gifted, student focused leader in the nation” and added: “This is not an opinion, we keep receipts — all facts.”

Four days later, Nunn announced on Facebook that she would not run for a second term, a decision she explained in part by decrying “politics”: “I want to be very clear I will not put my career, my family or my reputation at risk because of politics, especially when politics get in the way of doing what's right for kids, teachers and community.”

She said that “dysfunction remains” and noted, referring to London, that “a candidate from my own party filed to run before I had the chance to share my decision.”

School board races are nonpartisan, meaning that political parties are not listed on ballot. Nunn and London are both Democrats. School board candidates sometimes get a boost from endorsement lists from political parties.

Two other candidates, **Toni Emehel** and **Justin Shealy**, filed for the seat on Friday.

Challenging those ‘who ask tough questions’

In another south Charlotte district, Cline — an incumbent who is a retired CMS teacher and assistant principal who voted against Hill's appointment and McGregor

wife's contract — is facing a newcomer, former teacher Cynthia Stone.

Cline says she has no evidence that McGregor is targeting her, but added: "It's very odd that the three people who voted against Raki McGregor's wife's contract are be challenged. I think there's something up with that."

She said she is proud of her record, which includes "asking questions about money where is the money going?" She said she is running for re-election because she still has work to do: "I feel like I'm just now hitting my stride, I'm helping people, and parents know to reach out to me."

Stone, in response to emailed questions from The Ledger, said: "I want to go on rec that I have no connection to Mr. McGregor or his organization. It seems he's been challenging School Board members who ask tough questions, hoping to push them of the Board. As one who's not afraid to ask tough questions, those are the people whom I hope to work if elected."

If elected, she says she hopes to focus on student safety, mental health, teacher retention and transparency, among other issues.

Weighed in on superintendent choice, too

McGregor's public support of school board candidates isn't the first time that he has ruffled feathers in regard to his position with CMS.

Before Hill was appointed superintendent, McGregor was brought into CMS by interim Superintendent **Hugh Hattabaugh**.

Two weeks before the board vote to name a replacement, McGregor emailed the school board, throwing his weight behind the selection of Hill — a move some school board members viewed as inappropriate, given his position as a key advisor to the district.

In the email, [which is publicly available as a result of a public records request](#), he praised Hill's leadership and innovation. "I have worked on many teams and with many leaders, and she stands out as an extraordinary, intentional and values-driven leader. ... I hope we can continue this forward motion without interruption under D Hill," he wrote.

In response, board member Thelma Byers-Bailey wrote: "THANK YOU!! THANK YOU!! THANK YOU!!! From your keyboard to GOD's EARS."

Tony Mecia is executive editor of The Charlotte Ledger. Reach him at tony@cltledger.com.

Related Ledger article:

- "[An executive boost to the CMS workforce](#)" (🔒, Jan. 5, 2024)

Today's supporting sponsor is [Landon A. Dunn](#), attorney-at-law in Matthews:



Family Law/Divorce • Real Estate • Wills & Estates • Small Business

Charlotte's Catholic Diocese cools on plans for new cathedral; will instead explore \$150M capital campaign to address other needs throughout Western N.C.

The Catholic Diocese of Charlotte appears to be slowing down plans for a new cathedral, saying instead that it's exploring a \$150M fundraising campaign to meet

From: Dolan, Chasity R. <chasityr.dolan@cms.k12.nc.us>
Date: Tuesday, October 14, 2025 at 12:03 PM
To: Thompson, Beth <beth.thompson@cms.k12.nc.us>; Crystal L. Hill <crystal.hill@cms.k12.nc.us>
Subject: Re: CGCS Fall Conference - Session V Presenters

These are the sessions that I am aware that are being presented by CMS staff.

Grassroots Methods to Build Your AI Strategy	Rebecca Lehtinen, Executive Director, Educational Technology
SOFG: What We've Learned - Cascading Goals from the BoardRoom to the Classroom	Stephanie Sneed, Board Chair Dee Rankin, Board Vice-Chair Beth Thompson, Chief of Strategy and Innovation



Chasity R. Dolan
Executive Director to the
Superintendent

Charlotte-Mecklenburg Schools

chasityr.dolan@cms.k12.nc.us

4421 Stuart Andrew Blvd.

Charlotte, NC 28217

From: Thompson, Beth <beth.thompson@cms.k12.nc.us>
Sent: Monday, October 13, 2025 12:44 PM
To: Crystal L. Hill <crystall.hill@cms.k12.nc.us>; Dolan, Chasity R. <chasityr.dolan@cms.k12.nc.us>
Subject: FW: CGCS Fall Conference - Session V Presenters

At our SOFG coaching mtg last Thursday, Vice Chair Rankin indicated that he thought Chair Sneed would not be presenting for the Cascading Session – it would just be the two of us.

Should I respond and indicate that Chair Sneed should not be listed?

Would there be any way for me to get all the sessions that CMS is presenting for awareness?

Thompson, Beth
Chief Strategy and Innovation Officer
Charlotte-Mecklenburg Schools
[4421 Stuart Andrew Blvd., Suite 250](#)
[Charlotte, NC 28217](#)

[704-267-0553](tel:704-267-0553) cell
beth.thompson@cms.k12.nc.us

From: Michell Yorkman <MYorkman@cgcs.org>
Date: Monday, October 13, 2025 at 9:22 AM
To: Michell Yorkman <MYorkman@cgcs.org>
Subject: CGCS Fall Conference - Session V Presenters

CAUTION: This email originated from outside the CMS organization. Do not click links, give sensitive information, or open attachments unless verified. Forward all suspicious email to spam@cms.k12.nc.us.

Dear Presenters:

Thank you for agreeing to present at the Council of the Great City Schools 69th Annual Fall Conference!

Your presentation has been scheduled for Concurrent Session V. These presentations will take place on **FRIDAY, OCTOBER 24th 10:45 – 12:15**. Attached, please find your presentation and the districts/organizations presenting on the panel with you. Your presentation will be listed under a session title (TBD) in the conference mobile app.

Please note, each session will include a panel comprised of one or more presenters from different districts, colleges of education or partner organizations presenting on similar topics. You will not need to contact or coordinate presentations with your fellow panelists. Please plan to present on the topic submitted in your proposal.

Please contact me as soon as possible if changes need to be made to your presentation titles or presenter information.

Looking forward to meeting all of you in Philadelphia!

Michell



Michell Yorkman | Manager of Conferences and Partnerships

Council of the Great City Schools

Contact: myorkman@cgcs.org | [202-393-2427](tel:202-393-2427) (o)

[1331 Pennsylvania Ave, N.W., Ste 1100N](#) | [Washington, DC 20004](#)

[Website](#) | [Twitter](#) | [Facebook](#) | [LinkedIn](#)

Please be advised that this email and its contents may be subject to disclosure under the North Carolina Public Records Act, N.C.G.S. Chapter 132.

This email may also contain confidential information. If you are not the intended recipient, please notify the sender immediately, delete this email, and do not disclose its contents.

Wednesday, September 16, 2026 at 6:35:05 PM Eastern Daylight Time

Subject: Re: Confidential Review - Former Employee Grievance
Date: Thursday, February 19, 2026 at 3:55:22 PM Eastern Standard Time
From: Angela 1. Wood
To: London, Anna E.
CC: Crystal L. Hill
Attachments: Employee Step 1 Grievance 2-17-26.docx[60].pdf, Employee Personnel File pdf, image001.png

Good afternoon, Board Member London,

Thank you for your email. The requested information is as follows:

1. Grievance attached
2. CMS Board Policies/CMS Procedures:
[P-GRVE](#)
[P-GRVE/R](#)
3. Follow-up letter to Employee Personnel File attached

Please let me know if additional information is needed. I can be reached at 980-287-5367.

Thanks,
Angie

Angela Wood
Chief Human Resources Officer
Charlotte Mecklenburg Schools
4339 Stuart Andrew Blvd, Charlotte, NC 28217
980-344-7165

www.cmsk12.org



From: London, Anna E. <annae.london@cms.k12.nc.us>
Date: Thursday, February 19, 2026 at 3:20 PM
To: Angela 1. Wood <angela1.wood@cms.k12.nc.us>
Cc: Crystal L. Hill <crystall.hill@cms.k12.nc.us>
Subject: Confidential Review - Former Employee Grievance

Good afternoon,

The CMS Board Chair has appointed me as the Board's point of contact for an independent review of a grievance filed against the Board Chair, Vice Chair and Acting General Counsel by a former employee. In an effort to avoid any actual or perceived conflict of interest, on the Board's behalf I am working with outside legal counsel to provide a thorough, unbiased, independent review of the claims.

Because this matter is time-sensitive, I am requesting that HR provide me with: (1) a copy of the grievance; (2) any CMS Board policies/CMS procedures related to processing grievances; and, (3) any other relevant information that will be helpful for outside legal counsel to confidentially process this grievance.

If you have any questions, you may contact me by email or phone 704-787-4737.

Thank you,

Anna London
Board of Education - District 6

STRATEGIC SERVICES AGREEMENT Amended

This Amended Strategic Services Agreement (“**Agreement**”) is entered into as of March 1, 2026 (“**Effective Date**”), by and between:

Qonnect, LLC, a strategic advisory and market-access firm (“**Consultant**”),
and **Poyner Spruill LP** (“**Client**”).

Consultant and Client may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. PURPOSE OF AGREEMENT

Client desires to engage Consultant to provide strategic advisory, influence advisory, and related services to support Client’s engagement with the Charlotte-Mecklenburg School District (“CMS”) and its Affordable Housing Project (the “Project”). Consultant agrees to provide such services subject to the terms and conditions set forth herein.

2. TERM

2.1 Initial Term

The initial term of this Agreement shall be **for 1 year through February 28, 2027**, commencing on the Effective Date (“**Term**”), unless earlier terminated in accordance with this Agreement.

2.2 Renewal

Client’s ability and option to renew this contract with Consultant is contingent upon Client securing a contract with CMS for a term extending beyond this Agreement’s initial term.

2.3 Survival

Sections relating to compensation, revenue participation, confidentiality, non-circumvention, and post-term obligations shall survive expiration or termination of this Agreement.

3. SCOPE OF SERVICES

Consultant shall provide strategic services pursuant to the Project for CMS including, but not limited to, the following (“**Services**”):

3.1 Market Entry and Terrain Navigation

- Advisory regarding political, organizational, and regulatory dynamics impacting outcomes

3.2 Strategic Positioning and Differentiation

- Alignment of service offerings with institutional priorities and budget realities
- Guidance on stakeholder engagement sequencing and tone

3.3 Relationship Access and Introductions

- Strategic introductions to decision-makers, influencers, and institutional gatekeepers at state, national, and enterprise levels
- Advisory on maintaining, expanding, and deepening such relationships

3.4 Proposal Architecture and Opportunity Structuring

- Advisory support on proposal strategy, scope definition, and value articulation
- Guidance on pricing structures, compliance positioning, and institutional fit

3.5 Deal Acceleration, Intervention, and Management

- Active involvement in advancing opportunities through complex institutional, political, or corporate processes
- Strategic intervention to unblock stalled, delayed, or at-risk opportunities
- Support in repairing or restructuring opportunities affected by misalignment, timing, or perception

3.6 Political, Corporate, and Institutional Influence Advisory

- Strategic advisory informed by Consultant’s state-level, national, and enterprise relationships
- Guidance on navigating politically sensitive or high-visibility matters
- Insight into informal institutional dynamics beyond formal procurement processes

3.7 Narrative, Reputation, and Community Positioning

- Development of strategic narratives elevating Client's standing within targeted markets and communities
- Advisory on positioning Client as a trusted long-term institutional partner
- Support aligning Client initiatives with civic, community, or organizational objectives

3.9 Ongoing Strategic Advisory

- Continuous strategic counsel
- Oversight of deal progression and expansion
- Strategic recalibration as circumstances evolve

4. COMPENSATION

4.1 Monthly Retainer

Client shall pay Consultant a **retainer of Thirty Thousand Dollars (\$30,000)**. Client's obligation to pay Consultant is based solely on Client's receipt of funds from CMS for whom the Consultant is providing services.

5. CONFIDENTIALITY

All non-public information exchanged under this Agreement shall be treated as **strictly confidential** and shall not be disclosed without prior written consent, except as required by law.

6. NO WAIVER EXCEPT BY WRITING

No waiver of any provision shall be effective unless made in writing and executed by both Parties. Passage of time, course of conduct, or verbal communications shall not constitute waiver.

7. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Nothing herein creates a partnership, joint venture, or employment relationship.

8. LIMITATION OF AUTHORITY

Consultant shall not bind Client to any agreement without Client's prior written consent.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the **State of North Carolina**, without regard to conflict-of-law principles.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior proposals, discussions, or understandings.

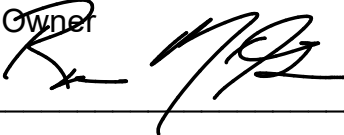
11. EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

Qconnect, LLC

Name: Raki McGregor

Title: Owner

By:  _____

Date: 3/25/2026

Poyner Spruill LP

Name: Katie Cornetto

Title: Partner

By: /s/ Katie Cornetto _____

Date: March 20, 2026

Wednesday, September 16, 2026 at 6:38:11 PM Eastern Daylight Time

Subject: RE: budget info needs GC - Board operations
Date: Wednesday, April 8, 2026 at 9:05:29 AM Eastern Daylight Time
From: Kelly H. Kluttz
To: Crystal L. Hill
Attachments: RE: budget info needs GC - Board operations.eml

Hey. Katelyn provided balances on 3/27 (attached). I'm having staff pull as of today. They are also pulling their personnel budget and projecting it out for year end so I can provide that spreadsheet. I asked them to send to me by mid day today.

Kelly

From: Sneed, Stephanie M. <stephaniem.sneed@cms.k12.nc.us>
Sent: Tuesday, April 7, 2026 10:02 PM
To: Crystal L. Hill <crystall.hill@cms.k12.nc.us>
Cc: Kelly H. Kluttz <kellyh.kluttz@cms.k12.nc.us>
Subject: Re: budget info needs GC - Board operations

I see an email tonight indicating that I have at least 5000 in travel remaining. It can't simply be that there is nothing left for every line item for each of our budgets.

Sent from my iPhone

On Apr 7, 2026, at 9:58 PM, Sneed, Stephanie M.
<stephaniem.sneed@cms.k12.nc.us> wrote:

There is nothing in each of the budget line items for each category of the line items? (Travel, salaries , contracted services etc)

I need to see that.

Sent from my iPhone

On Apr 7, 2026, at 9:45 PM, Crystal L. Hill
<crystall.hill@cms.k12.nc.us> wrote:

Hi-

There is nothing left. We anticipate being over budget as Andre's payout came from this year's budget.

Do you/they need more than the \$300k for contracted services originally requested.

We've accounted for all the positions requested in the email attached to the 6:06pm email; they can be posted/filled whenever you are ready.

Crystal

Get [Outlook for iOS](#)

From: Sneed, Stephanie M. <stephaniem.sneed@cms.k12.nc.us>

Sent: Tuesday, April 7, 2026 6:30 PM

To: Crystal L. Hill <crystall.hill@cms.k12.nc.us>

Subject: Re: budget info needs GC - Board operations

I don't know at this point.

Before we talk I need to know that remaining balances for OGC and board services

To include an account for positions not occupied

Andre

Laura

Sheri (she [REDACTED] Employee Personnel File [REDACTED] was promoted)

Junior attorney position

Compliance (something needs to be done about this because those functions still need to be executed)

Sent from my iPhone

On Apr 7, 2026, at 6:06 PM, Crystal L. Hill
<crystall.hill@cms.k12.nc.us> wrote:

Hi -

Sorry forgot to add, finance made the appropriations to OGC last week. So they already have the funds.

Thx,
Crystal

<image002[4].png>

From: Crystal L. Hill <crystall.hill@cms.k12.nc.us>
Date: Tuesday, April 7, 2026 at 6:04 PM
To: Sneed, Stephanie M.
<stephaniem.sneed@cms.k12.nc.us>
Subject: Re: budget info needs GC - Board operations

Hi,

Can we discuss this tomorrow? There may be some confusion. The way I read your email is there is a need for **\$300K in addition** to what has previously been communicated. Is that correct? I've highlighted the portion of your email below. I've also attached the email from March 12th.

Or are you asking for OGC and Board Operations to have access to these funds?

Can I call you around 8:30 tomorrow?

Thx,
Crystal

<image001[74].png>

From: Sneed, Stephanie M.
<stephaniem.sneed@cms.k12.nc.us>
Date: Tuesday, April 7, 2026 at 11:15 AM
To: Kelly H. Kluttz <kellyh.kluttz@cms.k12.nc.us>
Cc: Hehenberger, Anna M.
<annam.hehenberger@cms.k12.nc.us>, Moseley,
Stacie <stacie1.moseley@cms.k12.nc.us>, Crystal L.

Hill <crystall.hill@cms.k12.nc.us>

Subject: Re: budget info needs GC - Board operations

Kelly

These are not additional funding requests in that a prior communication was sent indicating that the money had been accounted for.

Also we have unencumbered salaries.

From: Kelly H. Kluttz <kellyh.kluttz@cms.k12.nc.us>

Sent: Tuesday, April 7, 2026 10:17 AM

To: Sneed, Stephanie M. <stephaniem.sneed@cms.k12.nc.us>

Cc: Hehenberger, Anna M.

<annam.hehenberger@cms.k12.nc.us>; Moseley, Stacie

<stacie1.moseley@cms.k12.nc.us>; Crystal L. Hill

<crystall.hill@cms.k12.nc.us>

Subject: RE: budget info needs GC - Board operations

Chair Sneed,

Katelyn provided the remaining balances by budget category for both OGC and Board Operations on the 27th.

At this time, I do not have any unbudgeted funds available to cover these costs. My recommendation is that we plan to cover this as an appropriation of fund balance for now, and then continue to monitor budgets across departments and schools to see if any funds are reverted.

One of the key unknowns right now is encumbrances. Those funds are currently obligated, but if some of those obligations do not materialize and the encumbrances are released, that would make funds available that could potentially be used to cover these costs.

The plan would be to monitor through mid-June and then determine whether we need to move forward with a fund balance appropriation for Board reporting, or if we are able to identify and repurpose funds that

become available from released encumbrances or other budget savings.

I wanted to make you aware of the plan and the potential need for a fund balance appropriation if other funds do not become available. Please let me know if you have any questions or concerns.

Thanks,
Kelly

From: Sneed, Stephanie M.
<stephaniem.sneed@cms.k12.nc.us>
Sent: Wednesday, March 25, 2026 11:20 PM
To: Kelly H. Kluttz <kellyh.kluttz@cms.k12.nc.us>
Cc: Hehenberger, Anna M.
<annam.hehenberger@cms.k12.nc.us>; Moseley, Stacie
<stacie1.moseley@cms.k12.nc.us>
Subject: budget info needs GC - Board operations
Importance: High

Kelly

Can you please provide the remaining balances by budget category remaining for the OGC and Board operation budgets?

Also please note that Board operations will need, not including previously identified funds, 200K for board contracted services AND OGC will need an additional 100 for Board contracted services through the end of the fiscal year. The funds are needed for current contracted services needs.

Stephanie Sneed
Chair, Charlotte Mecklenburg Board of Education
District 4 Representative

Wednesday, September 16, 2026 at 6:38:37 PM Eastern Daylight Time

Subject: RE: budget info needs GC - Board operations
Date: Friday, March 27, 2026 at 9:10:09 AM Eastern Daylight Time
From: Huneycutt, Katelyn C.
To: Kelly H. Kluttz, Sneed, Stephanie M.
CC: Hehenberger, Anna M., Moseley, Stacie
Attachments: Board of Education, OGCCA Budget Review 03.27.26.xlsx

Good morning!

Thank you for your patience. I've attached a report as of this morning for available balances within all three departments. Since the last update there are some additional funds that can be moved to the proper department (I've added notes there for your reference) and will have the team work on getting those funds moved today.

Please let me know if you have any questions.
Thanks,

[Katelyn Huneycutt](#)

From: Kelly H. Kluttz <kellyh.kluttz@cms.k12.nc.us>
Sent: Thursday, March 26, 2026 10:51 AM
To: Sneed, Stephanie M. <stephaniem.sneed@cms.k12.nc.us>; Huneycutt, Katelyn C. <katelync.huneycutt@cms.k12.nc.us>
Cc: Hehenberger, Anna M. <annam.hehenberger@cms.k12.nc.us>; Moseley, Stacie <stacie1.moseley@cms.k12.nc.us>
Subject: RE: budget info needs GC - Board operations

Good morning. I'll get Katelyn to run an updated report and send over.
Kelly

From: Sneed, Stephanie M. <stephaniem.sneed@cms.k12.nc.us>
Sent: Wednesday, March 25, 2026 11:20 PM
To: Kelly H. Kluttz <kellyh.kluttz@cms.k12.nc.us>
Cc: Hehenberger, Anna M. <annam.hehenberger@cms.k12.nc.us>; Moseley, Stacie <stacie1.moseley@cms.k12.nc.us>
Subject: budget info needs GC - Board operations
Importance: High

Kelly

Can you please provide the remaining balances by budget category remaining for the OGC and Board operation budgets?

Also please note that Board operations will need, not including previously identified funds, 200K for board contracted services AND OGC will need an additional 100 for Board contracted services through the end of the fiscal year. The funds are needed for current contracted services needs.

Stephanie Sneed
Chair, Charlotte Mecklenburg Board of Education
District 4 Representative



REQUEST FOR INFORMATION (RFI): 163-0410261GB

**CHARLOTTE-MECKLENBURG BOARD OF EDUCATION
Compliance Assessment Services**

The Charlotte-Mecklenburg Board of Education is requesting a formal compliance assessment to evaluate the district's implementation of applicable federal and North Carolina public school legal requirements.

Proposals will be received by the Charlotte Mecklenburg Board of Education, until April 24, 2026.

Submittals are required to be emailed to Anna Hehenberger, at annam.hehenberger@cms.k12.nc.us

1. Overview

The Charlotte-Mecklenburg Board of Education is seeking information from qualified firms to conduct a compliance assessment of the district's implementation of applicable federal and North Carolina public school legal requirements. This RFI is intended to gather information on vendor qualifications, methodologies, and capabilities. The review will include the Human Resources and Finance departments, as well as any other departments or areas as deemed necessary.

2. Purpose

The purpose of this RFI is to identify experienced providers capable of:

- Evaluating CMS's compliance with federal and North Carolina public school laws and regulations
- Identifying areas of risk or noncompliance
- Providing actionable recommendations

3. Scope of Services

Respondents should be prepared to:

- Conduct a compliance assessment of District policies, procedures, and practices
- Assess alignment with applicable legal and regulatory requirements
- Interview key stakeholders, as needed
- Identify compliance gaps and associated risks
- Deliver a written report outlining findings
- Develop a corrective action plan, if necessary

4. Vendor Qualifications

Interested firms should demonstrate:

- Experience with K–12 public education (or other government agencies) compliance (preferably in North Carolina)
- Knowledge of federal education laws (e.g., IDEA, Title IX, FERPA)
- Proven track record conducting similar assessments
- Strong analytical, reporting, and stakeholder engagement capabilities

5. Requested Information

Please include the following in your response:

- Company overview and relevant experience
- Description of proposed methodology and approach
- Sample deliverables or reports from similar engagements
- Estimated timeline for completion
- Estimated cost of assessment
- Key personnel and qualifications

6. Submission Details

- **Submission Deadline:** April 24, 2026
- **Contact:** Anna Hehenberger, annam.hehenberger@cms.k12.nc.us
- **Submission Method:** Email

Wednesday, September 16, 2026 at 6:40:20 PM Eastern Daylight Time

Subject: FW: Phone Call - Moseley Board
Date: Thursday, May 28, 2026 at 9:15:39 AM Eastern Daylight Time
From: Kelly H. Kluttz
To: Crystal L. Hill

Dr. Hill,
For your awareness. When we get more information we will follow our normal procedures. I'm confused by the note about it being applicable to the board. I don't know of any exceptions that apply.
Kelly

From: Huneycutt, Katelyn C. <katelync.huneycutt@cms.k12.nc.us>
Sent: Thursday, May 28, 2026 8:32 AM
To: Kelly H. Kluttz <kellyh.kluttz@cms.k12.nc.us>
Subject: Phone Call

Hey!

I had a phone call with Stacie Moseley Thursday afternoon that I wanted to fill you in on.

Stacie was asking some general questions about an upcoming service that the Board wanted to engage in. She stated that they would be wanting to hire a consultant like Coach B who was used for services during the Board Retreat. She didn't have any information on the type of consulting services, when they would start, or how much it may cost. The information that she did have at the time was that this would be a temporary ongoing expense, paid monthly, with the first payment being due prior to June 30th.

We went through the process for getting new vendors set up in Oracle if they are a new vendor and provided the link to the registration document on the Procurement website. We then talked about the need for a purchase order being in place prior to services beginning to comply with the preaudit requirement within the General Statute. I also explained the need for a paper contract if services were going to exceed \$30,000 based on board policy. There were some questions on whether that was applicable or not since it's direct engagement with the Board of Education.

There were also questions about available funds and without knowing the total amount of the services, it would be hard to say whether they had enough funds within their current budget to pay for the additional expenses.

Katelyn Huneycutt

Assistant Finance Officer
Finance - Charlotte-Mecklenburg Schools

4421 Stuart Andrew Blvd. Suite 210 | Charlotte, NC 28217

P: (980) 343-0089 | F: (980) 343-1644

Email: katelync.huneycutt@cms.k12.nc.us

STRATEGIC SERVICES AGREEMENT

This Amended Strategic Services Agreement (“**Agreement**”) is entered into as of June 5, 2026 (“**Effective Date**”), by and between:

Qonnect, LLC, a strategic advisory and market-access firm (“**Consultant**”),
and **Poyner Spruill LP** (“**Client**”).

Consultant and Client may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. PURPOSE OF AGREEMENT

Client desires to engage Consultant to provide strategic advisory, influence advisory, and related services to support Client’s engagement with the Charlotte-Mecklenburg School District (“CMS”) and its Compliance Assessment Project (the “Project”). Consultant agrees to provide such services subject to the terms and conditions set forth herein.

2. TERM

2.1 Initial Term

The initial term of this Agreement shall be June 5, 2026, through September 30, 2026, commencing on the Effective Date (“**Term**”), unless earlier terminated in accordance with this Agreement or until the substantial completion of the Project.

2.2 Renewal

Client’s ability and option to renew this contract with Consultant is contingent upon Client securing a contract with CMS for a term extending beyond this Agreement’s initial term.

2.3 Survival

Sections relating to compensation, revenue participation, confidentiality, non-circumvention, and post-term obligations shall survive expiration or termination of this Agreement.

3. SCOPE OF SERVICES

Consultant shall provide strategic services pursuant to the Project for CMS including, but not limited to, the following (“**Services**”):

3.1 Market Entry and Terrain Navigation

- Advisory regarding compliance assessment, political, organizational, and regulatory dynamics impacting outcomes

3.2 Strategic Positioning and Differentiation

- Alignment of service offerings with institutional priorities and budget realities
- Guidance on staff and Board engagement sequencing and tone

3.3 Relationship Access and Introductions

- Strategic introductions to decision-makers, influencers, and institutional gatekeepers at state, national, and enterprise levels
- Advisory on maintaining, expanding, and deepening such relationships

3.4 Proposal Architecture and Opportunity Structuring

- Advisory support on proposal strategy, scope definition, and value articulation
- Guidance on pricing structures, compliance positioning, and institutional fit

3.5 Deal Acceleration, Intervention, and Management

- Active involvement in advancing opportunities through complex institutional, political, or corporate processes
- Strategic intervention to unblock stalled, delayed, or at-risk opportunities
- Support in repairing or restructuring opportunities affected by misalignment, timing, or perception

3.6 Political, Corporate, and Institutional Influence Advisory

- Strategic advisory informed by Consultant’s state-level, national, and enterprise relationships
- Guidance on navigating politically sensitive or high-visibility matters
- Insight into informal institutional dynamics beyond formal procurement processes

3.7 Narrative, Reputation, and Community Positioning

- Development of strategic narratives elevating Client's standing within targeted markets and communities
- Advisory on positioning Client as a trusted long-term institutional partner
- Support aligning Client initiatives with civic, community, or organizational objectives

3.9 Ongoing Strategic Advisory

- Continuous strategic information and counsel
- Oversight of Project progression and expansion
- Strategic recalibration as circumstances evolve

4. COMPENSATION

4.1 Fee for Service Retainer

Client shall pay Consultant a fee for service retainer of up to One Hundred Thirty-Two Thousand Dollars (\$132,000). Client's obligation to pay Consultant is based solely on Client's receipt of funds from CMS for whom the Consultant is providing services.

5. CONFIDENTIALITY

All non-public information exchanged under this Agreement shall be treated as **strictly confidential** and shall not be disclosed without prior written consent, except as required by law.

6. NO WAIVER EXCEPT BY WRITING

No waiver of any provision shall be effective unless made in writing and executed by both Parties. Passage of time, course of conduct, or verbal communications shall not constitute waiver.

7. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Nothing herein creates a partnership, joint venture, or employment relationship.

8. LIMITATION OF AUTHORITY

Consultant shall not bind Client to any agreement without Client's prior written consent.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the **State of North Carolina**, without regard to conflict-of-law principles.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior proposals, discussions, or understandings.

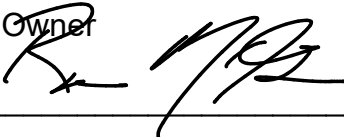
11. EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

Qconnect, LLC

Name: Raki McGregor

Title: Owner

By:  _____

Date: 6/05/2026

Poyner Spruill LP

Name: Katie Cornetto

Title: Partner

By: /s/ Katie Cornetto _____

Date: June 5, 2026

Allison Tomberlin

From: Allison Tomberlin
Sent: Tuesday, August 11, 2026 5:21 PM
To: Bryan Starrett; Elizabeth Troutman
Subject: Follow-up re Crystal Hill

Dear Bryan and Elizabeth,

Thank you for your time today and for giving your close attention to Dr. Hill's responses. She covered a lot of ground. There are a few things we want to make sure have come across clearly, as well as an additional item Dr. Hill forgot to mention.

First, please reiterate to the Board that Dr. Hill was not made aware of the concerns you raised today as they were happening. If she'd been made aware of them, she would have addressed them. She has a demonstrated history of addressing issues as they are brought to her; hopefully that was clear from the meeting today. She was unaware of allegations that [REDACTED] Employee Personnel File, or that anyone felt they'd been improperly reassigned. Dr. Hill monitored her direct reports and empowered them to make decisions, trusting they were following district process. She had no reason to believe they were not keeping her informed of issues. If employees were unhappy with a supervisor's decision, they could have availed themselves of the employee grievance process, which would have elevated the concerns to Dr. Hill, but they chose not to.

The second point we want to reiterate is that Dr. Hill realized she could not necessarily trust Stephanie Sneed when she asked, during the 2025 budget process, for Dr. Hill to add \$1M to the budget for SEL and Dr. Hill later realized the County was stopping its funding for the SYDKIMYL contract. Chair Sneed had been asking Dr. Hill to make budget transfers and to adjust the OGC budget for months. Dr. Hill has very good reason to believe budget discussions were held in closed session, without Dr. Hill present. Not only is this a violation of open meetings law, but it left Dr. Hill out of the discussion completely so she had no way of knowing what information Chair Sneed was sharing with the Board. It is wild that Chair Sneed tried to prevent Dr. Hill and her staff from attending the May 2nd budget work session after the Board of Education voted to reject her budget and directed her to come up with a new recommendation while simultaneously complaining that they weren't receiving enough information. When Dr. Hill asked for clarity at the dais, she was rightly holding the public body – and more particularly, Chair Sneed – to the public budgeting process.

Finally, one item that was not covered during the meeting but is bothering Dr. Hill is that matters have been made public that should never have been made public. Dr. Hill mentioned during her interview today that the June 9 communication felt like extortion. The Board cannot gloss over the fact that it has no legal right to publicly announce a superintendent's investigative (non-disciplinary) suspension or to publicly discuss the topics of that investigation. It was not right for the Board to threaten to release information about the investigation if she did not agree to resign. Along those same lines, Chair Sneed's husband has made several posts on social media discussing closed session budget discussions and his thoughts on the reasons Dr. Hill should be fired. He is the Chair's husband – this is more than idle speculation of a community member. It appears Chair Sneed has talked to him about closed session discussions and Dr. Hill's personnel matter.

Thank you in advance for communicating these matters to the full Board.

Ali



Ali Tomberlin

BEECHLER TOMBERLIN, PLLC

380 Knollwood Street, Suite 305

Winston-Salem, NC 27103

(336) 723-1110 T

(336) 842-3971 F

www.beechlertomberlin.com

Wednesday, September 16, 2026 at 6:42:28 PM Eastern Daylight Time

Subject: FW: Poyner Spruill Invoice #1276297 Check Request Update
Date: Wednesday, August 12, 2026 at 2:06:14 PM Eastern Daylight Time
From: Kelly H. Kluttz
To: Crystal L. Hill
Attachments: image001.png

Welcome back. Just keeping you in the loop.
Kelly

From: Sneed, Stephanie M. <stephaniem.sneed@cms.k12.nc.us>
Sent: Wednesday, August 12, 2026 12:36 PM
To: Kelly H. Kluttz <kellyh.kluttz@cms.k12.nc.us>
Cc: Moseley, Stacie <stacie1.moseley@cms.k12.nc.us>; Rankin, Gregory D. <gregoryd.rankin@cms.k12.nc.us>
Subject: Re: Poyner Spruill Invoice #1276297 Check Request Update

Morning

I did not know you did have the necessary documentation. I will be deferring to counsel and will be reaching to Anna H.

Thank you for making me aware.

Sent from my iPhone

On Aug 12, 2026, at 11:20 AM, Kelly H. Kluttz <kellyh.kluttz@cms.k12.nc.us> wrote:

Dear Chair Sneed,

I wanted to provide an update regarding the July 13 payment request for Poyner Spruill.

I have not processed the payment because Finance has been unable to locate a contract and an associated purchase order supporting the expenditure. Under Board policy and our established financial procedures, both documents are required before Accounts Payable can release payment.

I want to ensure that we handle this transaction in a manner that is consistent

with Board policy and our internal controls. As part of the annual external audit, all legal invoices are reviewed by the auditors. This transaction would also have a high likelihood of being selected for year-end accounts payable accrual testing and other compliance testing. Accordingly, I need to ensure that we either have the required supporting documentation or appropriate documentation supporting an exception.

If the contract and purchase order exist and have not yet been provided to Finance, we will be happy to review them and process the payment as quickly as possible. If you would like Finance to proceed in the absence of the required documentation, please let me know. In that circumstance, I would need written direction so that the exception can be appropriately documented for our records and the auditors.

I appreciate your guidance on how you would like us to proceed.

Respectfully,
Kelly

From: Moseley, Stacie <stacie1.moseley@cms.k12.nc.us>
Sent: Tuesday, August 11, 2026 12:45 PM
To: Kelly H. Kluttz <kellyh.kluttz@cms.k12.nc.us>
Subject: Poyner Spruill Invoice #1276297 Check Request Update

Good afternoon, Kelly,

Chair Sneed has requested an update for the check request that Maricel submitted on July 13th for Poyner Spruill in the amount of \$30,000. She would like to know what day Poyner can expect payment. Thank you.

Best Regards,

<image001.png>

Stacie Moseley

Board Governance Support and Operations Officer
CMS Board of Education
600 E. Fourth Street, 5th Floor
Charlotte, NC 28202
980-343-5139 cmsk12.org



Dr. Crystal L. Hill
Superintendent
Charlotte-Mecklenburg Schools

4421 Stuart Andrew Blvd., Suite 100
Charlotte, NC 28217
980-343-0065
cmsk12.org

crystall.hill@cms.k12.nc.us



From: Haynes, Shamaie K. <shamaiyek.haynes@cms.k12.nc.us>

Date: Saturday, August 22, 2026 at 4:45 PM

To: Crystal L. Hill <crystall.hill@cms.k12.nc.us>

Cc: DL CMS BOE Members <CMSBOEMembers@cms.k12.nc.us>; Hehenberger, Anna M. <annam.hehenberger@cms.k12.nc.us>; Moseley, Stacie <stacie1.moseley@cms.k12.nc.us>; Sneed, Stephanie M. <stephaniem.sneed@cms.k12.nc.us>

Subject: Re: Poyner Spruill Invoices - **Employ** Budgets

Thank you, Dr. Hill.

Your response provides helpful context regarding what was discussed on March 17. However, it also confirms that your information regarding the City's \$1 million commitment was not current beyond June 9 and that you have not yet obtained an update from Katie regarding the mechanism that has since been established.

Chair Sneed's August 21, email addressed the current status of the funding arrangement, including information shared during the recent drop in and the work completed by Poyner Spruill to resolve the reimbursement mechanism. Her statement does not appear to conflict with the March 17 discussion. Rather, it reflects developments that occurred after the meeting you referenced and during the period of your leave. We still conducted business during your leave of course.

The fact that you or the CFO had not yet received the updated documentation does not establish that the Chair's information was inaccurate, that the expenditures were unbudgeted, or that a contract was out of compliance. Those are serious characterizations that should not be presented to the full Board as established concerns before the current facts and supporting documentation have been obtained and reviewed.

I am also concerned about including observations regarding **Employ** emotional state alongside allegations involving contracts, purchase orders, and budgets. Describing an employee as "extremely upset," without first confirming the circumstances, does not establish misconduct or a governance concern and risks creating an unfair impression about her actions.

I support obtaining the agreements, reimbursement requirements, allowable expense guidance, and any other documentation needed by the CFO and for the annual audit. That is an appropriate and necessary next step. Once Katie and the appropriate staff provide the current information, the Board should receive a factual update that distinguishes any unresolved compliance issue from matters that have already been addressed.

Going forward, I respectfully ask that concerns involving the Board Chair, Board Operations staff, legal invoices, or potential noncompliance be verified with the individuals directly involved before conclusions are circulated to the full Board. This will help build trust that your communication with us is accurate, fair, and based on complete information.

Respectfully asking,



From: Crystal L. Hill <crystall.hill@cms.k12.nc.us>

Sent: Saturday, August 22, 2026 9:24 AM

To: Sneed, Stephanie M. <stephaniem.sneed@cms.k12.nc.us>

Cc: DL CMS BOE Members <CMSBOEMembers@cms.k12.nc.us>; Hehenberger, Anna M. <annam.hehenberger@cms.k12.nc.us>; Moseley, Stacie <stacie1.moseley@cms.k12.nc.us>

Subject: Re: Poyner Spruill Invoices - **Emplo** Budgets

Chair Sneed -

Thank you for this information.

On March 17, 2026, a meeting with Katie Cornetto was held. I attended that meeting along with CFO - Kelly Kluttz, Interim Chief of RRTD - Beth Thompson, Executive Director of Retention & Rewards. I believe Anna H. Was there as well. During that meeting, we discussed the \$1M from the City of Charlotte. At that time, Katie agreed with me and the CFO. She advised that those funds would need to be held with a separate entity.

Between March 17 through the time of my leave (June 9th) I did not receive an update on the \$1M. The CFO has not been provided any updates regarding the mechanism on how the district will receive the \$1M or the type of expenses that can be reimbursed. Kelly previously requested an agreement, memorandum, or other written documentation that would provide guidance regarding the requirements and restrictions for the use of these funds. She has not been provided an update, nor has she received in writing.

The CFO and I will need to have the documentation on where the funding is being held, how the funding will be received, allowable expenses, and any other provisions or restrictions. This of course will be necessary for our annual audit. I'll reach out to Katie for this information.

Thank you,
Crystal



Dr. Crystal L. Hill
Superintendent
Charlotte-Mecklenburg Schools

4421 Stuart Andrew Blvd., Suite 100
Charlotte, NC 28217
980-343-0065
cmsk12.org

crystall.hill@cms.k12.nc.us



From: Sneed, Stephanie M. <stephaniem.sneed@cms.k12.nc.us>

Date: Friday, August 21, 2026 at 9:46 AM

To: London, Anna E. <annae.london@cms.k12.nc.us>

Cc: Crystal L. Hill <crystall.hill@cms.k12.nc.us>; DL CMS BOE Members <CMSBOEMembers@cms.k12.nc.us>; Hehenberger, Anna M. <annam.hehenberger@cms.k12.nc.us>; Moseley, Stacie <stacie1.moseley@cms.k12.nc.us>

Subject: Re: Poyner Spruill Invoices - **Employ** Budgets

Board members if you recall the expenses come from the pre construction monies that were awarded from the city of charlotte(the million dollar for preconstruction activities) 2 years ago.

For those that attended the drop in, the mechanism to receive these dollars has finally been resolved (thanks to Poyner work) as discussed

This means that the money spent will be reimbursed which has always been the intent.

This is a win because it provides teachers a place to live which we all know is the focus especially after 3 years of barriers. The city and county are very interested in the success of our teaching housing project, just as we are because they want to partner so that their social workers (who serve CMS students), police officers, garbage collectors etc will have not just have a place to live but an exceptional place to call home

As some of you have expressed and it has been affirmed that we are leading the way in this effort in that now wake county school system is following our lead as they are planning 5 projects on their land.

I am happy that we are all focused on doing our part in tackling affordable housing crisis and economic mobility for those that are closest to those that face the most challenges in our community.

And I can't wait to see all of the innovative ideas the board members will be putting forth that can be featured in what's great about America on the nightly news. I know this will happen for our district

There are times that we all get frustrated and stressed. This can and will be overcome. We are doing this for the children and we must stand on it and I have faith that each one of us will do that.

I thank each and every one of you.

One Team. One Fight.

Sent from my iPhone

On Aug 21, 2026, at 8:53 AM, London, Anna E. <annae.london@cms.k12.nc.us> wrote:

Dr Hill,

Thank you for sharing all of this and providing the supporting documentation.

This is extremely concerning and needs to be addressed immediately. The issues raised regarding a contract that is out of compliance, unbudgeted expenditures, and especially the observations involving **Em** are concerning and unacceptable.

Thank you for ensuring the full Board was made aware.

Anna London

Get [Outlook for iOS](#)

From: Crystal L. Hill <crystall.hill@cms.k12.nc.us>

Sent: Thursday, 20 August 2026 17:04:43

To: DL CMS BOE Members <CMSBOEMembers@cms.k12.nc.us>; Hehenberger, Anna M. <annam.hehenberger@cms.k12.nc.us>

Subject: Poyner Spruill Invoices - **Employ** Budgets

Hello -

I've been made aware of concerns regarding:

- Payment Requests for Poyner Spruill without contract/purchase order
- Conversations and observations of **Employe**
- Ongoing requests for additional funding for unbudgeted expenses for Board Operations and/or OGC

I've attached emails to support these concerns.

I needed to make OGC and the full BOE aware of these concerns. Specifically, the summary observations of **Emplo** She seems to be extremely upset.

Please let me know if you need additional information.

Crystal



Dr. Crystal L. Hill
Superintendent
Charlotte-Mecklenburg Schools

4421 Stuart Andrew Blvd., Suite 100
Charlotte, NC 28217
980-343-0065
cmsk12.org

crystall.hill@cms.k12.nc.us



From: Superintendent <no_reply@cms.k12.nc.us>
Date: Thursday, August 20, 2026 at 4:54 PM
To: Crystal L. Hill <crystall.hill@cms.k12.nc.us>
Subject: Send data from MFP14126268 08/20/2026 16:54

Scanned from MFP14126268
Date: 08/20/2026 16:54
Pages: 10
Resolution: 200x200 DPI

Do not reply to this email.

Please be advised that this email and its contents may be subject to disclosure under the North Carolina Public Records Act, N.C.G.S. Chapter 132.
This email may also contain confidential information. If you are not the intended recipient, please notify the sender immediately, delete this email, and do not disclose its contents.

**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	_____	_____	_____

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

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

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.

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

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

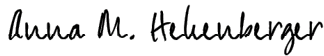


Signature of Authorized Representative

56-1493995

Contractor's Federal Identification #

Signed by:

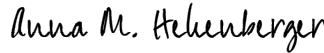


Originator/Fund Owner

☐ Associate/Assistant Superintendent
☐ Special Fund Owner

APPROVED AS TO FORM:

Signed by:



School Board Attorney

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



Initial



DocuSigned by:



Finance Officer

REVIEWED BY:

Signed by:



Division of Insurance and Risk Management

DocuSigned by:



Superintendent OR Authorized Designee (Check below)

Date

☐ Chief Academic Officer ☐ Chief Operating Officer

THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

DocuSigned by:



THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION CHAIR

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.

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

ATTACHMENT 3



THE CHARLOTTE-MECKLENBURG
BOARD OF EDUCATION

GUIDELINES
FOR
OUTSIDE COUNSEL

Revised May 2020

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.

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.

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;

- 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;

- 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

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.

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.
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, 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.

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.

February 4, 2026

**Error! Use the Home tab to apply
Author to the text that you want
to appear here.**

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.

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

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.

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)

**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.

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

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

56-1493995

Contractor's Federal Identification #

[if Contract is with Organization or Social Security Number if individual]

Signed by:



3AAEB7B8E18547D...

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.

Initial



DocuSigned by:



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Finance Officer

Initial



APPROVED AS TO FORM:



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School Board Attorney

Date

REVIEWED BY:



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Division of Insurance and Risk Management

DocuSigned by:



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Superintendent **OR** Authorized Designee (Check below)

☐

Chief Academic Officer

☐

Chief Operating Officer

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



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6. Purchase Order Number Assigned by Purchasing Director, or designee, and contract distributed

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

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

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.

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

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]

2E02C0901B70407...

Signature of Authorized Representative

56-1493995

Contractor's Federal Identification #

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

LS

Initial

LS

Signed by:

Anna M. Hehenberger

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Originator/Fund Owner

☐

Associate/Assistant Superintendent

☐

Special Fund Owner

DocuSigned by:

Kay

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Finance Officer

APPROVED AS TO FORM:

Signed by:

Anna M. Hehenberger

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School Board Attorney

REVIEWED BY:

Signed by:

Shawn Kenyhart

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Division of Insurance and Risk Management

DocuSigned by:

Kay

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Superintendent OR Authorized Designee (Check below)

Date

☐

Chief Academic Officer

☐

Chief Operating Officer

THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

DocuSigned by:

Stephanie M. Sneed

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THE CHARLOTTE MECKLENBURG BOARD OF EDUCATION CHAIR

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.

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

ATTACHMENT 3



THE CHARLOTTE-MECKLENBURG
BOARD OF EDUCATION

GUIDELINES
FOR
OUTSIDE COUNSEL

Revised May 2020

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.

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.

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;

- 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;

- 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

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.

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.
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, 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.
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.

February 4, 2026

**Error! Use the Home tab to apply
Author to the text that you want
to appear here.**

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.

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

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.

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)



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:

A handwritten signature in black ink that reads "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



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 Oakbridge Insurance Agency 950 Country Club Road Rocky Mount, NC 27804	CONTACT NAME: Brittany Taylor	
	PHONE (A/C, No, Ext):	FAX (A/C, No): (252) 451-9400
	E-MAIL ADDRESS: btaylor@oakbridgeinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Cincinnati Insurance Company	
	INSURER B : QBE Specialty Insurance Company	
INSURED Poyner Spruill LLP 301 S College St Ste 2900 Charlotte, NC 28202	NAIC #	
	INSURER C : Atlantic Specialty Insurance Company	
	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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		ECP 0495647	7/7/2025	7/7/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			ECP 0495647	7/7/2025	7/7/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			ECP 0495647	7/7/2025	7/7/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	EWC 0720474	7/7/2025	7/7/2026	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 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

CANCELLATION

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

**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	_____	_____	_____

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,

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.

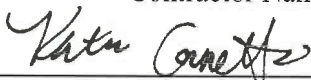
6. Additional Provisions.

- 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>

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]**

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 #

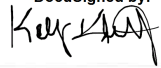
N/A – This contract does not commit CMBE to any expenditure; individual purchase orders will be preaudited in the manner required by the School Budget and Fiscal Control Act.

Initial
 LJ

Signed by:

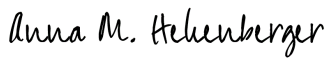
 3AAFB7B8E18547D...
 Originator/Fund Owner

☐ Associate/Assistant Superintendent
☐ Special Fund Owner

DocuSigned by:

 C7B5FB6B7CBC47A...
 Finance Officer

Initial
 LJ

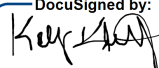
APPROVED AS TO FORM:

Signed by:

 3AAFB7B8E18547D...
 School Board Attorney

REVIEWED BY:

Signed by:

 F6F4A648739B438...
 Division of Insurance and Risk Management

DocuSigned by:

 C7B5FB6B7CBC47A...
 Superintendent or Authorized Designee

THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

DocuSigned by:

 9B320ACA37AE4DF...
 THE CHARLOTTE MECKLENBURG BOARD OF EDUCATION CHAIR

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
-

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.

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

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.

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.

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,

- 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.

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.



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 Oakbridge Insurance Agency 950 Country Club Road Rocky Mount, NC 27804	CONTACT NAME: Brittany Taylor	
	PHONE (A/C, No, Ext):	FAX (A/C, No): (252) 451-9400
	E-MAIL ADDRESS: btaylor@oakbridgeinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Cincinnati Insurance Company	
	INSURER B : QBE Specialty Insurance Company	
INSURED Poyner Spruill LLP 301 S College St Ste 2900 Charlotte, NC 28202	NAIC # 10677	
	INSURER C : Atlantic Specialty Insurance Company	
	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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		ECP 0495647	7/7/2025	7/7/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			ECP 0495647	7/7/2025	7/7/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			ECP 0495647	7/7/2025	7/7/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	EWC 0720474	7/7/2025	7/7/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 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

CANCELLATION

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



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:

A handwritten signature in black ink that reads "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

CMS Check Request Intake Form

Check Requests should be very rare due to the requirements of General Statute [115C-441](#). Per the statute, all expenditures must be preaudited.

Directions: This form must be filled out and submitted electronically via the Adobe Webform on the Budget Intranet page. Submitted forms will be reviewed by Budget for completeness, accuracy, and confirmation that funding is available based on the funding information provided. Requests that are in violation of General Statute will be routed to the CFO for review. Forms will then be sent to Accounts Payable to key and route in Oracle for approvals. Forms that are not able to be processed due to insufficient funds or because the form is not complete or accurate will be denied and a new form will need to be submitted.

Check Request Information		
School/Department	Superintendent	
Invoice PDF		Invoice Number 1272445
Amount	\$2,999.75	PO Number (if applicable)
Supplier Name	Poyner Spruill Attorneys at Law	Supplier Number 200644
Remit Address	301 S. Fayetteville Street Ste. 1900 Raleigh, NC 27601	
Reason for Request	Meets Criteria for a Check Request: ☐ Eligible expense for check request based on approved list found here. ☐ Invoice for closed PO that had sufficient funds available at the time it was closed. Does Not Meet Criteria for a Check Request: ☐ Invoice for closed PO that did not have sufficient funds available at the time it closed. ☒ Invoice for services rendered or goods received without a PO in place.	
Additional Notes		

Funding Information					
Use the spaces below to list the approved budget code for payment. There must be available funds budgeted in the parent account associated with this budget code in order for this request to be routed for approvals in Oracle. Note: The PRC in the budget code will drive the Special Fund Owner approval (if needed) and the Dept/School in the budget code will drive the Fund Owner/Executive Level approvals.					
Fund (2 digit)	Purpose (5 digit)	PRC (4 digit)	Object (5 digit)	Location (5 digit)	Dept/School (3 digit)
20	69410	0801	53110	00000	700

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

Date Received: 03/13/26

Stephanie Paul
Stephanie Paul (Mar 13, 2026 09:48:13 EDT)

Poyner Spruill^{LLP}
ATTORNEYS AT LAW
301 S. Fayetteville Street, Ste 1900
Raleigh, North Carolina 27601
(919) 783-6400

Remit To (NEW):
PO. Box 746773
Atlanta, GA 30374-6773

March 10, 2026

Invoice # 1272445

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

RE: Employee Grievance,

Employee

Fees for Professional Services Through 02/28/26	2,925.00
Expense Advances Through 02/28/26	74.75
Amount Due For This Invoice	\$ 2,999.75

----- SERVICES SUMMARY -----

Partner				
KGC	Katie G. Cornetto	5.60 hrs @	450.00 per hour	2,520.00
BLM	Brandon L. McPherson	0.20 hrs @	450.00 per hour	90.00
Of Counsel				
LEC	Laura E. Crumpler	0.70 hrs @	450.00 per hour	315.00
Total Fees				2,925.00
Total Fees and Expenses				\$ 2,999.75

03/10/26

Re: Employee Grievance, [REDACTED]

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Fees</u>
02/19/26	KGC	Composed email to AL RE: Confidential Review - Employee Grievance	0.3	\$ 135.00
02/20/26	KGC	CO O Cody AL RE: CONFIDENTIAL: Grievance Investigation	0.2	90.00
02/23/26	KGC	CO LEC RE: Employee Grievance	0.3	135.00
02/23/26	KGC	CO AW RE: Confidential Review - Former Employee Grievance	0.3	135.00
02/23/26	KGC	CO BLW RE: [REDACTED] - CMS Personnel Grievance	0.2	90.00
02/23/26	KGC	Prep and Conduct for Interview A.H. RE: Confidential CMS Employee Grievance	1.1	495.00
02/23/26	LEC	Review grievance, draft questions for interviews with administrative staff	0.6	270.00
02/24/26	KGC	CO AW and Virtual Meeting Re: Confidential Review - Former Employee Grievance	1.1	495.00
02/24/26	KGC	Composed email to [REDACTED]	0.1	45.00
02/24/26	BLM	Phone call with KGC regarding investigation	0.2	90.00
02/24/26	LEC	Review correspondence and documents	0.1	45.00
02/25/26	KGC	CO AS RE: Affordable Housing for Teachers	0.2	90.00
02/25/26	KGC	CO O Cody AL RE: CONFIDENTIAL: Grievance Investigation	0.2	90.00
02/25/26	KGC	CO DL opposing counsel RE: employee	0.3	135.00

309877.00004000

Invoice # 1272445

03/10/26

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Fees</u>
02/25/26	KGC	Virtual Interview with AW to review and discuss Confidential CMS Employee Grievance; Review Documents and emails	1.0	450.00
02/26/26	KGC	CO opposing counsel RE: E Grievance and CMS	0.3	135.00
		Total Hours		6.50
		Total Fees		\$ 2,925.00

Expense Advances

<u>Date</u>	<u>Description</u>	<u>Amount</u>
02/28/26	Administrative Expenses	<u>74.75</u>
Total Disbursements		\$ 74.75

Total This Invoice

\$ 2,999.75

03/10/26

309877.00004000
Invoice # 1272445

REMITTANCE PAGE

Invoice Amount: \$2,999.75
Invoice Date: 03/10/26
Client.Matter Number: 309877.00004000
Account/Claim Number:
Invoice Number: 1272445

Billing Atty:	1061	Cornetto, Katie G.
Supervising Atty:	1061	Cornetto, Katie G.
(Prebill # 441476)		

Poyner Spruill LLP exists to provide professional services of superior value which exceed our clients' expectations. If you are not completely satisfied with our work described on this statement, please contact Dean Hartmann, Credit Manager, at 919-783-2815 (toll free: 1-866-331-0980) or by email to dhartmann@poynerspruill.com.

FOR PAYMENTS BY CREDIT CARD OR ACH:

Pay Online: <https://ww2.paverexpress.com/ebp/poynersp/>

Or go to www.poynerspruill.com and click "Pay my Bill" at the top right corner of the webpage

FOR PAYMENTS BY WIRE:

Bank Name: PNC Bank, N.A.
Account Name: Poyner Spruill LLP
ABA Number: 031000053
Account Number: Account

PLEASE RETURN THIS PAGE IF PAYING BY CHECK TO OUR NEW MAILING ADDRESS:

Poyner Spruill LLP
PO Box 746773
Atlanta, GA 30374-6773

QUESTIONS REGARDING PAYMENTS:

Email acctsrec@poynerspruill.com OR Call 919-783-2934

INVOICE IS PAYABLE UPON RECEIPT

CMS Check Request Intake Form

Final Audit Report

2026-03-13

Created:	2026-03-13
By:	Kristin Kehoe (kristin.hahn@cms.k12.nc.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMT1yirtY2pIZnAWzxiBrOploygOe_dvJ

"CMS Check Request Intake Form" History

-  Web Form created by Kristin Kehoe (kristin.hahn@cms.k12.nc.us)
2025-08-25 - 8:37:31 PM GMT
-  Stephanie Paul (stephaniel.paul@cms.k12.nc.us) uploaded the following supporting documents:
 -  File Attachment 1
2026-03-13 - 1:48:14 PM GMT
-  Web Form filled in by Stephanie Paul (stephaniel.paul@cms.k12.nc.us)
2026-03-13 - 1:48:14 PM GMT
-  Email verification link emailed to Stephanie Paul (stephaniel.paul@cms.k12.nc.us)
2026-03-13 - 1:48:16 PM GMT
-  Email viewed by Stephanie Paul (stephaniel.paul@cms.k12.nc.us)
2026-03-13 - 1:48:23 PM GMT
-  E-signature verified by Stephanie Paul (stephaniel.paul@cms.k12.nc.us)
2026-03-13 - 1:48:23 PM GMT
-  Agreement completed.
2026-03-13 - 1:48:23 PM GMT



Date: 4/28/2026

Subject: Signature Required – Non-Compliance with Financial Procedures (NCGS 115C-441 Preaudit)

Dear Chief/SPA Superintendent Hehenberger,

This notice is to inform you that the attached transaction(s) are not in compliance with Charlotte-Mecklenburg Schools financial procedures and North Carolina General Statute (NCGS) §115C-441.

Under the statutory requirement, §115C-441(b), all financial obligations of the district must be *preaudited* by the Chief Financial Officer or her designee before a commitment is made. The preaudit is more than just confirming funds — it is a formal certification that:

- The budget includes an appropriation authorizing the obligation, and
- An unencumbered balance remains sufficient to cover the obligation for the current fiscal year.

Any obligation incurred in violation of this section is invalid, may not be enforced, and could result in personal liability for the individual making the commitment. A staff member's personal knowledge of their account balance does not meet the statutory requirement. The use of a purchase order in advance of a financial commitment is the procedure established by the Finance Officer to ensure compliance.

☒ **In Violation – Purchase Orders**

☒ No purchase order was issued for this transaction.

☐ A purchase order was issued, but only after work had already begun or goods/services had been received, failing to meet the statutory requirement for preaudit.

Both situations result in commitments that are invalid and noncompliant with district procedures and state law.

☐ **In Violation – Unauthorized Commitments to Employees**

☐ New Employees – An individual was allowed to start work prior to HR completing budget validation. No evidence existed that budget was available to support their pay, and the commitment violates the statute.

☐ Additional Employment – An employee was allowed to begin additional work prior to validation through:

☐ Normal hiring process (HR placement into a budgeted position)

☐ Supplemental agreement/contract (e.g., TLP stipends and other supplemental duties)

In both cases, the preaudit mechanism to confirm sufficient budget was bypassed. Commitments made in this manner are invalid, unenforceable, and may create personal liability.

Beyond the statutory risk, when employees work without proper authorization and then experience delayed or missing pay, it creates feelings of distrust and betrayal. This erodes motivation, lowers job satisfaction, and makes it harder for CMS to retain and recruit talented staff — directly impacting the stability of our workforce and the quality of service we provide.

☐ In Violation – Use of P-Card

- ☐ Failure to notify P-Card Manager within 3 business days if authorized staff is on leave
- ☐ Split transaction to circumvent purchase order, card limits, or bidding requirements
- ☐ Inappropriate purchase (not within CMS Procurement guidelines)
- ☐ Personal purchase
- ☐ Lack of documentation
- ☐ Incorrect or missing budget code
- ☐ Use of P-Card for items on the prohibited P-Card list
- ☐ Failure to approve P-Card transactions timely – immediate suspension of card

Transaction Details (see attached)

- Vendor: Poyner Spruill LLP
- Amount: \$ 37,320.55

Acknowledgment

I acknowledge receipt of this notice and confirm that corrective measures will be taken to prevent recurrence.

Acknowledgment	Signature	Date
Chief Hehenberger	Signed by: Anna Hehenberger	5/11/2026
Additional Signer (if applicable)	Signed by: Anna Hehenberger	5/8/2026
Additional Signer (if applicable)	Signed by: Anna Hehenberger	5/11/2026
Chief Financial Officer	DocuSigned by: Kelly Blatty	5/11/2026
Dr. Crystal Hill & Melvene McMillon & Accounts Payable	Copy only	N/A

Notes/Comments:



CMS Check Request Intake Form

Check Requests should be very rare due to the requirements of General Statute [115C-441](#). Per the statute, all expenditures must be preaudited.

Directions: This form must be filled out and submitted electronically via the Adobe Webform on the Budget Intranet page. Submitted forms will be reviewed by Budget for completeness, accuracy, and confirmation that funding is available based on the funding information provided. Requests that are in violation of General Statute will be routed to the CFO for review. Forms will then be sent to Accounts Payable to key and route in Oracle for approvals. Forms that are not able to be processed due to insufficient funds or because the form is not complete or accurate will be denied and a new form will need to be submitted.

Check Request Information		
School/Department	Office of General Counsel	
Invoice PDF		Invoice Number 1272444
Amount	\$37,320.55	PO Number (if applicable)
Supplier Name	Poyner Spruill LLP	Supplier Number 200644
Remit Address	Poyner Spruill LLP PO Box 746773 Atlanta, GA 30374-6773	
Reason for Request	Meets Criteria for a Check Request: ☐ Eligible expense for check request based on approved list found here. ☐ Invoice for closed PO that had sufficient funds available at the time it was closed. Does Not Meet Criteria for a Check Request: ☐ Invoice for closed PO that did not have sufficient funds available at the time it closed. ☒ Invoice for services rendered or goods received without a PO in place.	
Additional Notes	Outside counsel conducting special project for CMS Board of Education	

Funding Information					
Use the spaces below to list the approved budget code for payment. There must be available funds budgeted in the parent account associated with this budget code in order for this request to be routed for approvals in Oracle. Note: The PRC in the budget code will drive the Special Fund Owner approval (if needed) and the Dept/School in the budget code will drive the Fund Owner/Executive Level approvals.					
Fund (2 digit)	Purpose (5 digit)	PRC (4 digit)	Object (5 digit)	Location (5 digit)	Dept/School (3 digit)
20	69200	0801	53110	00000	765

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

Date Received: 04/02/26

Cassandra Sanders
Cassandra Sanders (Apr 2, 2026 08:49:58 EDT)

Poyner Spruill^{LLP}
ATTORNEYS AT LAW

301 S. Fayetteville Street, Ste 1900
Raleigh, North Carolina 27601
(919) 783-6400

Remit To (NEW):
PO. Box 746773
Atlanta, GA 30374-6773

March 10, 2026

Invoice # 1272444

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

RE: Affordable Housing for Teachers & Personnel Issues

Fees for Professional Services Through 02/28/26	7,140.00
Expense Advances Through 02/28/26	30,180.55
Amount Due For This Invoice	\$ 37,320.55

----- SERVICES SUMMARY -----

Partner				
KGC	Katie G. Cornetto	9.90 hrs @	450.00 per hour	4,455.00
DRK	David R. Krosner	0.30 hrs @	700.00 per hour	210.00
BLM	Brandon L. McPherson	5.50 hrs @	450.00 per hour	2,475.00
Total Fees				7,140.00
Total Fees and Expenses				\$ 37,320.55

POYNER SPRUILL LLP

Page 2

03/10/26

309877.00003000
Invoice # 1272444

Re: Affordable Housing for Teachers & Personnel Issues

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Fees</u>
02/04/26	KGC	TC Consultant and BH re: staffing	0.5	\$ 225.00
02/04/26	KGC	Reviewed contract	0.6	270.00
02/04/26	KGC	CO SS BLM RE: Policy	0.3	135.00
02/04/26	KGC	CO BLM REContract	0.3	135.00
02/04/26	KGC	Message from NCCOSA Chair and Charlotte-Mecklenburg General Counsel	0.2	90.00
02/04/26	BLM	Meeting with KGC	0.5	225.00
02/04/26	DRK	Office conference with Katie Cornetto and Brandon McPherson re potential hiring of consultant for the schools through Poyner Spruill and best means to do so	0.3	210.00
02/04/26	BLM	Review of consultant agreement; Meeting with KGC; Meeting with Dave Krosner; Legal research regarding consultant agreement	0.9	405.00
02/04/26	BLM	Phone call with KGC	0.3	135.00
02/04/26	BLM	Review of correspondence; email KGC regarding meeting; Meeting with KGC	0.5	225.00
02/04/26	KGC	CO AH RE: Affordable Housing Project	0.2	90.00
02/04/26	BLM	Meeting with KGC	0.5	225.00
02/04/26	KGC	Reviewed doc Partially Executed CMS PS Bridge Contract (AHT) 2-4-2026	0.1	45.00
02/04/26	KGC	CO SS AH TC BLM RE: Affordable Housing Project	0.8	360.00
02/04/26	KGC	Composed email to Brandon McPherson: CMS Update	0.2	90.00
02/04/26	BLM	Meeting with KGC	0.5	225.00

POYNER SPRUILL LLP

Page 3

309877.00003000

Invoice # 1272444

03/10/26

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Fees</u>
02/05/26	KGC	CO AH Certificate of Insurance Poyner Spruill	0.2	90.00
02/05/26	KGC	CO SS AH BLM Re: Affordable Housing Project	0.2	90.00
02/05/26	KGC	CO MW RE: Certificate of Insurance	0.1	45.00
02/06/26	KGC	Edited Contract (Kovel letter) re CMS	0.3	135.00
02/12/26	KGC	CO SS RE: Conflict Waiver CO ALF, AS and BH	0.2	90.00
02/13/26	KGC	Virtual Mtg AH NB AC CH to review and discuss Educator Housing	1.7	765.00
02/16/26	KGC	Composed email to AH SS BLM Re: Housing Project	0.5	225.00
02/16/26	BLM	Phone call with KGC; Review of correspondence	0.4	180.00
02/17/26	KGC	CO SS Re: Housing Project	0.4	180.00
02/17/26	BLM	Review of correspondence; Meeting with KGC	0.3	135.00
02/19/26	BLM	Review of correspondence; Phone call with KGC	0.3	135.00
02/20/26	KGC	CO SS RE: Conflict Waiver CO CM BH BLM RE: Conflict Waiver	0.4	180.00
02/20/26	BLM	Review of correspondence; Review of grievance; Phone call with KGC	0.5	225.00
02/25/26	KGC	Call with BH re: CMS	0.3	135.00
02/25/26	BLM	Phone call with KGC	0.1	45.00
02/25/26	BLM	Review of correspondence regarding housing project; Legal research regarding teacher housing options; Meeting with KGC	0.5	225.00
02/26/26	KGC	CO Call AS re Affordable Housing for Teachers Contribution from City; TC AS	0.4	180.00
02/27/26	KGC	CO TC AS Charlotte:RE: Quick Call and Conflict Waiver	0.6	270.00
02/27/26	KGC	CO AH re: Next steps on educator community	0.2	90.00

POYNER SPRUILL LLP
Page 4

309877.00003000
Invoice # 1272444

03/10/26

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Fees</u>
02/27/26	KGC	MW SS and Contractor regarding next steps in teacher housing project	1.2	540.00
02/27/26	BLM	Phone call with KGC	0.2	90.00
		Total Hours		15.70
		Total Fees		\$ 7,140.00

Expense Advances

<u>Date</u>	<u>Description</u>	<u>Amount</u>
02/28/26	Administrative Expenses	180.55
02/28/26	Professional Services VENDOR: Consultant	30,000.00
	INVOICE#: 1234567890 DATE: 2/27/2026 050023415235 - Retainer for services rendered: Educator Housing Initiative	
Total Disbursements		\$ 30,180.55

Total This Invoice \$ 37,320.55

POYNER SPRUILL LLP

Page 5

03/10/26

309877.00003000
Invoice # 1272444

REMITTANCE PAGE

Invoice Amount:	\$37,320.55
Invoice Date:	03/10/26
Client.Matter Number:	309877.00003000
Account/Claim Number:	
Invoice Number:	1272444

Billing Atty:	1061	Cornetto, Katie G.
Supervising Atty:	1061	Cornetto, Katie G.
(Prebill # 441306)		

Poyner Spruill LLP exists to provide professional services of superior value which exceed our clients' expectations. If you are not completely satisfied with our work described on this statement, please contact Dean Hartmann, Credit Manager, at 919-783-2815 (toll free: 1-866-331-0980) or by email to dhartmann@poynerspruill.com.

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Or go to www.poynerspruill.com and click "Pay my Bill" at the top right corner of the webpage

FOR PAYMENTS BY WIRE:

Bank Name: PNC Bank, N.A.
Account Name: Poyner Spruill LLP
ABA Number: 031000053
Account Number: Account

PLEASE RETURN THIS PAGE IF PAYING BY CHECK TO OUR NEW MAILING ADDRESS:

Poyner Spruill LLP
PO Box 746773
Atlanta, GA 30374-6773

QUESTIONS REGARDING PAYMENTS:

Email acctsrec@poynerspruill.com OR Call 919-783-2934

INVOICE IS PAYABLE UPON RECEIPT

CMS Check Request Intake Form

Final Audit Report

2026-04-02

Created:	2026-04-02
By:	Kristin Kehoe (kristin.hahn@cms.k12.nc.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzwMhm_glblvGnyJDn9JHl1psU1fYXkuq

"CMS Check Request Intake Form" History

-  Web Form created by Kristin Kehoe (kristin.hahn@cms.k12.nc.us)
2025-08-25 - 8:37:31 PM GMT
-  Cassandra Sanders (cassandran.sanders@cms.k12.nc.us) uploaded the following supporting documents:
 File Attachment 1
2026-04-02 - 12:49:58 PM GMT
-  Web Form filled in by Cassandra Sanders (cassandran.sanders@cms.k12.nc.us)
2026-04-02 - 12:49:58 PM GMT
-  Email verification link emailed to Cassandra Sanders (cassandran.sanders@cms.k12.nc.us)
2026-04-02 - 12:50:00 PM GMT
-  Email viewed by Cassandra Sanders (cassandran.sanders@cms.k12.nc.us)
2026-04-02 - 12:50:33 PM GMT
-  E-signature verified by Cassandra Sanders (cassandran.sanders@cms.k12.nc.us)
2026-04-02 - 12:50:33 PM GMT
-  Agreement completed.
2026-04-02 - 12:50:33 PM GMT

CMS Check Request Intake Form

Check Requests should be very rare due to the requirements of General Statute [115C-441](#). Per the statute, all expenditures must be preaudited.

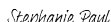
Directions: This form must be filled out and submitted electronically via the Adobe Webform on the Budget Intranet page. Submitted forms will be reviewed by Budget for completeness, accuracy, and confirmation that funding is available based on the funding information provided. Requests that are in violation of General Statute will be routed to the CFO for review. Forms will then be sent to Accounts Payable to key and route in Oracle for approvals. Forms that are not able to be processed due to insufficient funds or because the form is not complete or accurate will be denied and a new form will need to be submitted.

Check Request Information		
School/Department	Superintendent	
Invoice PDF		Invoice Number 443843
Amount	\$10,937.55	PO Number (if applicable)
Supplier Name	Poyner Spruill Attorneys at Law	Supplier Number 200644
Remit Address	301 S. Fayetteville Street Ste 1900, Raleigh, NC 27601	
Reason for Request	Meets Criteria for a Check Request: ☐ Eligible expense for check request based on approved list found here. ☐ Invoice for closed PO that had sufficient funds available at the time it was closed. Does Not Meet Criteria for a Check Request: ☐ Invoice for closed PO that did not have sufficient funds available at the time it closed. ☒ Invoice for services rendered or goods received without a PO in place.	
Additional Notes		

Funding Information					
Use the spaces below to list the approved budget code for payment. There must be available funds budgeted in the parent account associated with this budget code in order for this request to be routed for approvals in Oracle. Note: The PRC in the budget code will drive the Special Fund Owner approval (if needed) and the Dept/School in the budget code will drive the Fund Owner/Executive Level approvals.					
Fund (2 digit)	Purpose (5 digit)	PRC (4 digit)	Object (5 digit)	Location (5 digit)	Dept/School (3 digit)
20	69410	0801	53110	00000	700

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

Date Received: 04/21/26


 Stephanie Paul (Apr 21, 2026 11:30:10 EDT)

Poyner Spruill^{LLP}

ATTORNEYS AT LAW

301 S. Fayetteville Street, Ste 1900
Raleigh, North Carolina 27601
(919) 783-6400

Remit To (NEW):
PO. Box 746773
Atlanta, GA 30374-6773

April 10, 2026

Invoice # 1273605

Annae.london@cms.k12.nc.us;Stephaniem.sneed@cms.k1

Charlotte-Mecklenburg Board of Education
Anna London
Mail to: Annae.london@cms.k12.nc.us
cc: oksanak.cody@cms.k12.nc.us

RE: Employee Grievance, Employee

Fees for Professional Services Through 03/31/26	10,665.00
Expense Advances Through 03/31/26	272.55
Amount Due For This Invoice	\$ 10,937.55

----- SERVICES SUMMARY -----

Partner

KGC	Katie G. Cornetto	19.60 hrs @	450.00 per hour	8,820.00
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Of Counsel

LEC	Laura E. Crumpler	4.10 hrs @	450.00 per hour	1,845.00
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Total Fees	10,665.00
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Total Fees and Expenses	\$ 10,937.55
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INVOICE PAYABLE UPON RECEIPT

04/10/26

Re: Employee Grievance, [REDACTED] Employee

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Fees</u>
03/01/26	KGC	Researched EEOC filings and Pretextual Termination Age Discrimination	0.3	\$ 135.00
03/01/26	KGC	Virtual Meeting RE: [REDACTED] Employee Grievance Investigation	2.0	900.00
03/02/26	KGC	Participated in virtual meeting AH Composed email to SS: Re: Board Chair Interview with Outside Counsel RE: [REDACTED] Employee Grievance Investigation;	1.8	810.00
03/02/26	KGC	TC D Lyons opposing counsel [REDACTED] CMS	0.5	225.00
03/03/26	KGC	Co followup email to D.Lyons RE: [REDACTED]	0.4	180.00
03/03/26	KGC	Interview Subject of Grievance RE: Employee Grievance Investigation [REDACTED]	1.6	720.00
03/06/26	KGC	Participated in virtual meeting with Staff member to review and discuss Confidential Employee Grievance Interview	1.4	630.00
03/09/26	KGC	Participated in virtual meeting with DL [REDACTED] RE: Employee Grievance Interview	1.4	630.00
03/10/26	KGC	CO Designee Re: Grievance Investigation Documents	0.2	90.00
03/11/26	KGC	Revised Draft Grievance Report CMS [REDACTED] 3-11-2026	0.4	180.00
03/11/26	KGC	Participated in virtual meeting with Subject of Grievance to interview and review Personnel Grievance	1.7	765.00
03/11/26	LEC	Question re: Standing to challenge Board action research.	0.1	45.00
03/12/26	KGC	Co DL [REDACTED] RE: Request for Interview; Develop Questions and Review of EEOC Charge	0.3	135.00
03/12/26	LEC	Discuss standing issue in grievance, next steps, legal arguments	0.2	90.00

04/10/26

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Fees</u>
03/15/26	KGC	Researched caselaw and HR guidance re: Employee Position Eliminations and Reductions in Force: Best Practices	0.5	225.00
03/15/26	KGC	Edited doc Draft Grievance Report CMS E 3-11-2026	1.1	495.00
03/15/26	KGC	Edited Draft Grievance Report CMS E; Reviewed Civil Rights Division Section VI- Proving Discrimination- Intentional Discrimination USDOJ	1.2	540.00
03/16/26	KGC	Edited doc Draft Grievance Report CMS E 3-11-2026	1.4	630.00
03/16/26	KGC	Review CMS BOE policies	0.2	90.00
03/16/26	KGC	Review additional applicable CMS BOE policies	0.2	90.00
03/16/26	KGC	Edited doc Draft Grievance Report CMS E 3-11-2026	1.4	630.00
03/17/26	KGC	CO OC re: grievance response	0.2	90.00
03/17/26	KGC	CO LF DL re: grievance report update	0.2	90.00
03/17/26	KGC	Read email from DL Re: Request	0.1	45.00
03/17/26	KGC	Edited doc Draft Grievance Report CMS Em 3-11-2026 review Board Policy	0.4	180.00
03/17/26	KGC	Research current CMBOE Operating Procedures Manual	0.3	135.00
03/17/26	LEC	Review draft response to grievance, review CMS policies, statutes, discuss with KGC	3.5	1,575.00
03/24/26	LEC	Review update and status of grievance, appeal to board	0.3	135.00
03/26/26	KGC	CO OC and DL (opposing counsel) REFW: Appeal Filing by Em	0.2	90.00
03/30/26	KGC	CO OC: Fw: Confidential - Response to Employee Grievance	0.2	90.00
Total Hours				23.70
Total Fees				\$ 10,665.00

04/10/26

309877.00004000
Invoice # 1273605

Expense Advances

<u>Date</u>	<u>Description</u>	<u>Amount</u>
03/31/26	Administrative Expenses	<u>272.55</u>
Total Disbursements		\$ 272.55

Total This Invoice	\$ 10,937.55
--------------------	--------------

04/10/26

309877.00004000
Invoice # 1273605**REMITTANCE PAGE**

Invoice Amount: \$10,937.55
Invoice Date: 04/10/26
Client.Matter Number: 309877.00004000
Account/Claim Number:
Invoice Number: 1273605

Billing Atty:	1061	Cornetto, Katie G.
Supervising Atty:	1061	Cornetto, Katie G.
(Prebill # 443843)		

Poyner Spruill LLP exists to provide professional services of superior value which exceed our clients' expectations. If you are not completely satisfied with our work described on this statement, please contact Dean Hartmann, Credit Manager, at 919-783-2815 (toll free: 1-866-331-0980) or by email to dhartmann@poynerspruill.com.

FOR PAYMENTS BY CREDIT CARD OR ACH:

Pay Online: <https://ww2.paverexpress.com/ebp/poynersp/>

Or go to www.poynerspruill.com and click "Pay my Bill" at the top right corner of the webpage

FOR PAYMENTS BY WIRE:

Bank Name: PNC Bank, N.A.
Account Name: Poyner Spruill LLP
ABA Number: 031000053
Account Number: Account

PLEASE RETURN THIS PAGE IF PAYING BY CHECK TO OUR NEW MAILING ADDRESS:

Poyner Spruill LLP
PO Box 746773
Atlanta, GA 30374-6773

QUESTIONS REGARDING PAYMENTS:

Email acctsrec@poynerspruill.com OR Call 919-783-2934

INVOICE IS PAYABLE UPON RECEIPT

CMS Check Request Intake Form

Final Audit Report

2026-04-21

Created:	2026-04-21
By:	Kristin Kehoe (kristin.hahn@cms.k12.nc.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvXgaTy0G7r9UbgDgvx_un6CkUrhFfgO

"CMS Check Request Intake Form" History

-  Web Form created by Kristin Kehoe (kristin.hahn@cms.k12.nc.us)
2025-08-25 - 8:37:31 PM GMT
-  Stephanie Paul (stephaniel.paul@cms.k12.nc.us) uploaded the following supporting documents:
 -  File Attachment 1
2026-04-21 - 3:30:10 PM GMT
-  Web Form filled in by Stephanie Paul (stephaniel.paul@cms.k12.nc.us)
2026-04-21 - 3:30:10 PM GMT
-  Email verification link emailed to Stephanie Paul (stephaniel.paul@cms.k12.nc.us)
2026-04-21 - 3:30:12 PM GMT
-  Email viewed by Stephanie Paul (stephaniel.paul@cms.k12.nc.us)
2026-04-21 - 3:30:26 PM GMT
-  E-signature verified by Stephanie Paul (stephaniel.paul@cms.k12.nc.us)
2026-04-21 - 3:30:26 PM GMT
-  Agreement completed.
2026-04-21 - 3:30:26 PM GMT

CMS Check Request Intake Form

Check Requests should be very rare due to the requirements of General Statute [115C-441](#). Per the statute, all expenditures must be preaudited.

Directions: This form must be filled out and submitted electronically via the Adobe Webform on the Budget Intranet page. Submitted forms will be reviewed by Budget for completeness, accuracy, and confirmation that funding is available based on the funding information provided. Requests that are in violation of General Statute will be routed to the CFO for review. Forms will then be sent to Accounts Payable to key and route in Oracle for approvals. Forms that are not able to be processed due to insufficient funds or because the form is not complete or accurate will be denied and a new form will need to be submitted.

Check Request Information		
School/Department	Board Governance Support and Operations	
Invoice PDF		Invoice Number 1273919
Amount	\$30,000	PO Number (if applicable)
Supplier Name	Poyner Spruill LLP	Supplier Number 200644
Remit Address	PO. Box 746773 Atlanta, GA 30374-6773	
Reason for Request	Meets Criteria for a Check Request: ☐ Eligible expense for check request based on approved list found here. ☐ Invoice for closed PO that had sufficient funds available at the time it was closed. Does Not Meet Criteria for a Check Request: ☐ Invoice for closed PO that did not have sufficient funds available at the time it closed. ☒ Invoice for services rendered or goods received without a PO in place.	
Additional Notes	Fees for Professional Services Through 03/31/26 Expense Advances Through 03/31/26	

Funding Information					
Use the spaces below to list the approved budget code for payment. There must be available funds budgeted in the parent account associated with this budget code in order for this request to be routed for approvals in Oracle. Note: The PRC in the budget code will drive the Special Fund Owner approval (if needed) and the Dept/School in the budget code will drive the Fund Owner/Executive Level approvals.					
Fund (2 digit)	Purpose (5 digit)	PRC (4 digit)	Object (5 digit)	Location (5 digit)	Dept/School (3 digit)
20	69100	0801	53110	00000	701

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

Date Received: 05/04/26


 Maricel Bizzell (May 4, 2026 13:05:12 EDT)

Poyner Spruill^{LLP}

ATTORNEYS AT LAW

301 S. Fayetteville Street, Ste 1900
Raleigh, North Carolina 27601
(919) 783-6400

Remit To (NEW):
PO. Box 746773
Atlanta, GA 30374-6773

April 30, 2026

Invoice # 1273919

Stephaniem.sneed@cms.k12.nc.us;

Annam.hehenberger@

Charlotte-Mecklenburg Board of Education
Stephanie Sneed
Mail to: stephaniem.sneed@cms.k12.nc.us
cc: annam.hehenberger@cms.k12.nc.us

RE: Affordable Housing for Teachers & Personnel Issues

Fees for Professional Services Through 03/31/26	0.00
Expense Advances Through 03/31/26	30,000.00
Amount Due For This Invoice	\$ 30,000.00

----- SERVICES SUMMARY -----

Total Fees	0.00
Total Fees and Expenses	\$ 30,000.00

04/30/26

309877.00003000
Invoice # 1273919

Re: Affordable Housing for Teachers & Personnel Issues

Expense Advances

<u>Date</u>	<u>Description</u>	<u>Amount</u>
03/31/26	Professional Services VENDOR: INVOICE#: 10002 DATE: 3/31/2026 050023647579 - Retainer for Services Rendered - Educator Housing Initiative - March 2026	30,000.00
Total Disbursements		\$ 30,000.00
	Total This Invoice	\$ 30,000.00

04/30/26

309877.00003000
Invoice # 1273919**REMITTANCE PAGE**

Invoice Amount: \$30,000.00
Invoice Date: 04/30/26
Client.Matter Number: 309877.00003000
Account/Claim Number:
Invoice Number: 1273919

Billing Atty:	1061	Cornetto, Katie G.
Supervising Atty:	1061	Cornetto, Katie G.
(Prebill # 444201)		

Poyner Spruill LLP exists to provide professional services of superior value which exceed our clients' expectations. If you are not completely satisfied with our work described on this statement, please contact Dean Hartmann, Credit Manager, at 919-783-2815 (toll free: 1-866-331-0980) or by email to dhartmann@poynerspruill.com.

FOR PAYMENTS BY CREDIT CARD OR ACH:

Pay Online: <https://ww2.payerexpress.com/ebp/poynersp/>

Or go to www.poynerspruill.com and click "Pay my Bill" at the top right corner of the webpage

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Account Name: Poyner Spruill LLP
ABA Number: 031000053
Account Number: Account

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PO Box 746773
Atlanta, GA 30374-6773

QUESTIONS REGARDING PAYMENTS:

Email acctsrec@poynerspruill.com OR Call 919-783-2934

INVOICE IS PAYABLE UPON RECEIPT

Poyner Spruill^{LLP}

ATTORNEYS AT LAW

301 S. Fayetteville Street, Ste 1900
Raleigh, North Carolina 27601
(919) 783-6400

Remit To (NEW):
PO. Box 746773
Atlanta, GA 30374-6773

April 30, 2026

Invoice # 1273918

Stephaniem.sneed@cms.k12.nc.us;
Annam.hehenberger@

Replaces invoice 1273604

Charlotte-Mecklenburg Board of Education
Stephanie Sneed
Mail to: stephaniem.sneed@cms.k12.nc.us
cc: annam.hehenberger@cms.k12.nc.us

RE: Affordable Housing for Teachers & Personnel Issues

PO Number PUR113221

Fees for Professional Services Through 03/31/26	16,285.00
Expense Advances Through 03/31/26	651.37
Amount Due For This Invoice	\$ 16,936.37

----- SERVICES SUMMARY -----

Partner

KGC	Katie G. Cornetto	29.20 hrs @	450.00 per hour	13,140.00
BLM	Brandon L. McPherson	4.30 hrs @	450.00 per hour	1,935.00

Of Counsel

LEC	Laura E. Crumpler	2.00 hrs @	605.00 per hour	1,210.00
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Total Fees	16,285.00
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Total Fees and Expenses	\$ 16,936.37
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INVOICE PAYABLE UPON RECEIPT

04/30/26

309877.00003000
Invoice # 1273918

Re: Affordable Housing for Teachers & Personnel Issues

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Fees</u>
03/02/26	KGC	Participated in virtual meeting with AH AC RE: Review and discuss Pre-meeting: educator community legal meeting	1.0	\$ 450.00
03/03/26	KGC	CO AH and review the City's Interest re: Funds	0.2	90.00
03/03/26	KGC	Review examples of Joint Undertaking BOE and COC, CO ILA	0.4	180.00
03/03/26	KGC	CMS Educator Community – Legal Review and Update	1.0	450.00
03/03/26	KGC	Edited doc Statutory Authority for Joint Undertaking Affordable Housing for Teachers	0.3	135.00
03/04/26	KGC	Reviewed HCS Affordable Housing documents	0.5	225.00
03/04/26	KGC	Edited doc Statutory Authority for Joint Undertaking Affordable Housing for Teachers	0.5	225.00
03/05/26	KGC	Edited doc Affordable Housing Research	0.1	45.00
03/05/26	KGC	Edited doc Statutory Authority for Joint Undertaking Affordable Housing for Teachers	0.1	45.00
03/05/26	KGC	Researched G.S. 115C-518	0.3	135.00
03/05/26	KGC	Reviewed Deeds	0.1	45.00
03/05/26	KGC	Researched Excerpt of Reese v Charlotte COA 08-398	0.2	90.00
03/05/26	KGC	Reviewed doc Lease Agreement for Affordable Housing	0.4	180.00
03/05/26	KGC	Review previous partners COI, disclosure recommendation from CMS OGC FW: Affordable Housing	0.3	135.00
03/05/26	KGC	Research options for governance structure and Interlocal Agmt CMS Affordable Teacher Housing	1.7	765.00

04/30/26

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Fees</u>
03/05/26	KGC	Review notes from CMS/City/County - Working Group	0.3	135.00
03/05/26	KGC	Review Lease terms for AHT RE: Draft Foundation Lease	0.3	135.00
03/05/26	KGC	Consultant Call re: development partners	0.5	225.00
03/05/26	BLM	Meeting with KGC; Legal research regarding lease and interlocal agreements; Review of correspondence and presentations;	3.5	1,575.00
03/06/26	KGC	Virtual mtg with SS and consultant	1.0	450.00
03/06/26	KGC	CO Consultant re: docs for review	0.1	45.00
03/08/26	KGC	Edited doc DRAFT INTERLOCAL COOPERATION AGREEMENT; Reviewed doc Affordable Teacher Housing Resolution	1.1	495.00
03/09/26	KGC	DT ILA AHT 160A CMS BOE City and County RE: Garinger Property; CO AH: ILA AHT Re: Checking in/next steps CO AH SS Re: Agreement Amendment	0.5	225.00
03/09/26	KGC	Correspondence RE Funding from City for AHT	0.3	135.00
03/09/26	BLM	Phone call with KGC regarding interlocal agreement; Review of correspondence	0.3	135.00
03/09/26	LEC	Review interlocal agreement	2.0	1,210.00
03/10/26	KGC	CO AC RE: contacts for ILA	0.1	45.00
03/10/26	KGC	CO AC AH RE: FY26 - CMS Schools Teacher Village	0.2	90.00
03/10/26	KGC	CO AC AH BT RE: Timeline of AHT	0.1	45.00
03/10/26	KGC	CO trilateral Legal Working Group for review of ILA	0.2	90.00
03/10/26	KGC	CO City of Charlotte RE: ILA AHT	0.2	90.00
03/10/26	KGC	Initial Trilateral draft ILA circulation to Attorney Working Group	0.2	90.00
03/10/26	KGC	Edited DRAFT INTERLOCAL COOPERATION AGREEMENT	0.3	135.00

-

04/30/26

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Fees</u>
03/10/26	KGC	Draft Email to AC re: Garinger Property	0.1	45.00
03/10/26	KGC	CO AH re: AHT and Exhibit A for RE: Garinger Property	0.1	45.00
03/11/26	KGC	CO AH and Consultant re: Agreement Amendment	0.2	90.00
03/12/26	KGC	Edited doc Notes for Affordable Housing CMS	0.1	45.00
03/12/26	KGC	Further edits to Notes for Affordable Housing CMS	0.2	90.00
03/12/26	KGC	Reviewed Contract for signatures	0.1	45.00
03/17/26	KGC	Modify Notes for Affordable Housing CMS	0.2	90.00
03/17/26	KGC	Revise Draft Notes	0.2	90.00
03/17/26	KGC	CO AC re: regular meetings for AHT	0.1	45.00
03/19/26	KGC	Request for regular mtgs AC AH	0.2	90.00
03/19/26	KGC	Composed email to consultant re: Charlotte Office mtg for review of project status	0.3	135.00
03/20/26	KGC	Virtual meeting with BT AH AC RE: discuss Educator Community/Legal Educator Community/Legal	1.0	450.00
03/20/26	KGC	CO SS AH RE: Affordable Housing in the NC General Assembly Read email re: Affordable Housing	0.3	135.00
03/20/26	KGC	Meet w/Chair Participated in virtual meeting with SS/consultant to review and discuss AHT	1.0	450.00
03/20/26	KGC	Composed email to A Schleunes@charlottenc.gov, J Mcneil@mecklenburgcountync.gov, S Hall@mecklenburgcountync.gov, AH AC Re: Draft Interlocal Cooperation Agreement Affordable Teacher	0.4	180.00
03/23/26	KGC	Co RE: NCSBA Leg update RE: Affordable Housing in the NC General Assembly	0.1	45.00
03/23/26	KGC	CO Consultant RE: Update on Affordable Housing	0.3	135.00
03/23/26	KGC	Virtual meeting AH AC BT RE: discuss Educator Community/Legal Educator Community/Legal; CO TC SS	1.3	585.00

04/30/26

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Fees</u>
03/23/26	KGC	CO AC Reviewed RE: "At Home in CMS BOE Update (March 2026)"	0.3	135.00
03/23/26	BLM	Meeting with KGC regarding status	0.2	90.00
03/24/26	KGC	AH virtual meeting to review and discuss AHT	1.0	450.00
03/25/26	KGC	Correspondence regarding status of Affordable Housing.	0.2	90.00
03/25/26	KGC	Notify Board Chair/GC RE: No response to date from City or County on Interlocal Agreement	0.2	90.00
03/25/26	BLM	Phone call with KGC	0.1	45.00
03/27/26	KGC	Review interlocal agreement, CO BH re: mtg; CO SH with Mecklenburg Co.	2.1	945.00
03/27/26	KGC	Review correspondence RE: Update on Affordable Housing; TC SS	0.4	180.00
03/27/26	KGC	CO Bob Hagemann RE: ILA provisions; County participation/questions	0.2	90.00
03/29/26	KGC	CO Consulting Services	0.1	45.00
03/30/26	KGC	Participated in virtual meeting with staff and review of At Home with CMS slides	0.6	270.00
03/30/26	KGC	CO SS RE: Draft Interlocal Cooperation Agreement Affordable Teacher CO Consultant Draft Interlocal Cooperation Agreement	0.6	270.00
03/30/26	KGC	CO CE BLM update on status of interlocal agreement	0.2	90.00
03/30/26	KGC	CO SS SH BH Re: [External]Re: Draft Interlocal Cooperation Agreement Affordable Teacher	0.2	90.00
03/31/26	KGC	TC Consultant; Comm SS; TC ALF re: ILA; follow up correspondence	0.5	225.00
03/31/26	KGC	CO AC RE: FW: FY26 - CMS Schools Teacher Village; CO City Legal RE: interlocal agreement; CO TC ALF re: interlocal agreement and to review and discuss At Home in small groups	2.1	945.00

309877.00003000

Invoice # 1273918

04/30/26

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Fees</u>
03/31/26	KGC	Review and revise docs in preparation for County mtg; review ILA Affordable Teacher Housing	1.8	810.00
03/31/26	BLM	Review of correspondence; Phone call with KGC	0.2	90.00
		Total Hours		35.50
		Total Fees		\$ 16,285.00

Expense Advances

<u>Date</u>	<u>Description</u>	<u>Amount</u>
03/03/26	Mileage VENDOR: Cornetto, Katie G. INVOICE#: 010050682001 DATE: 03/05/2026 010050682001 - Attend meeting in Charlotte re: affordable housing for teachers From:: 301 Fayetteville St, Raleigh, NC, USA To:: 600 East 4th Street, Charlotte, NC, USA To:: 301 Fayetteville St, Raleigh, NC, USA	243.12
03/31/26	Administrative Expenses	<u>408.25</u>
Total Disbursements		\$ 651.37

Total This Invoice

\$ 16,936.37

04/30/26

309877.00003000
Invoice # 1273918**REMITTANCE PAGE**

Invoice Amount: \$16,936.37
Invoice Date: 04/30/26
Client.Matter Number: 309877.00003000
Account/Claim Number:
Invoice Number: 1273918

Billing Atty:	1061	Cornetto, Katie G.
Supervising Atty:	1061	Cornetto, Katie G.

(Prebill # 444200)

Poyner Spruill LLP exists to provide professional services of superior value which exceed our clients' expectations. If you are not completely satisfied with our work described on this statement, please contact Dean Hartmann, Credit Manager, at 919-783-2815 (toll free: 1-866-331-0980) or by email to dhartmann@poynerspruill.com.

FOR PAYMENTS BY CREDIT CARD OR ACH:

Pay Online: <https://ww2.payerexpress.com/ebp/poynersp/>

Or go to www.poynerspruill.com and click "Pay my Bill" at the top right corner of the webpage

FOR PAYMENTS BY WIRE:

Bank Name: PNC Bank, N.A.
Account Name: Poyner Spruill LLP
ABA Number: 031000053
Account Number: Account

PLEASE RETURN THIS PAGE IF PAYING BY CHECK TO OUR NEW MAILING ADDRESS:

Poyner Spruill LLP
PO Box 746773
Atlanta, GA 30374-6773

QUESTIONS REGARDING PAYMENTS:

Email acctsrec@poynerspruill.com OR Call 919-783-2934

INVOICE IS PAYABLE UPON RECEIPT

CMS Check Request Intake Form

Check Requests should be very rare due to the requirements of General Statute [115C-441](#). Per the statute, all expenditures must be preaudited.

Directions: This form must be filled out and submitted electronically via the Adobe Webform on the Budget Intranet page. Submitted forms will be reviewed by Budget for completeness, accuracy, and confirmation that funding is available based on the funding information provided. Requests that are in violation of General Statute will be routed to the CFO for review. Forms will then be sent to Accounts Payable to key and route in Oracle for approvals. Forms that are not able to be processed due to insufficient funds or because the form is not complete or accurate will be denied and a new form will need to be submitted.

Check Request Information		
School/Department	Board Governance, Support and Operations	
Invoice PDF		Invoice Number 1274634
Amount	\$30,000	PO Number (if applicable)
Supplier Name	Poyner Spruill LLP	Supplier Number 200644
Remit Address	PO. Box 746773 Atlanta, GA 30374-6773	
Reason for Request	Meets Criteria for a Check Request: ☐ Eligible expense for check request based on approved list found here. ☐ Invoice for closed PO that had sufficient funds available at the time it was closed. Does Not Meet Criteria for a Check Request: ☐ Invoice for closed PO that did not have sufficient funds available at the time it closed. ☒ Invoice for services rendered or goods received without a PO in place.	
Additional Notes	Fees for Professional Services Through 04/30/26 0.00 Expense Advances Through 04/30/26 30,000.00	

Funding Information					
Use the spaces below to list the approved budget code for payment. There must be available funds budgeted in the parent account associated with this budget code in order for this request to be routed for approvals in Oracle. Note: The PRC in the budget code will drive the Special Fund Owner approval (if needed) and the Dept/School in the budget code will drive the Fund Owner/Executive Level approvals.					
Fund (2 digit)	Purpose (5 digit)	PRC (4 digit)	Object (5 digit)	Location (5 digit)	Dept/School (3 digit)
20	69100	0801	53110	00000	701

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

Date Received: 05/15/26

Maricel Bizzell

Maricel Bizzell (May 15, 2026 09:25:18 EDT)

Poyner Spruill^{LLP}
ATTORNEYS AT LAW
301 S. Fayetteville Street, Ste 1900
Raleigh, North Carolina 27601
(919) 783-6400

Remit To (NEW):
PO. Box 746773
Atlanta, GA 30374-6773

May 11, 2026

Charlotte-Mecklenburg Board of Education
Stephanie Sneed
Mail to: stephaniem.sneed@cms.k12.nc.us
cc: annam.hehenberger@cms.k12.nc.us

Invoice # 1274634
Stephaniem.sneed@cms.k12.nc.us;
Annam.hehenberger@

RE: Affordable Housing for Teachers & Personnel Issues

Fees for Professional Services Through 04/30/26	0.00
Expense Advances Through 04/30/26	30,000.00
Amount Due For This Invoice	\$ 30,000.00

----- SERVICES SUMMARY -----

Total Fees	0.00
Total Fees and Expenses	\$ 30,000.00

05/11/26

309877.00003000
Invoice # 1274634

Re: Affordable Housing for Teachers & Personnel Issues

Expense Advances

<u>Date</u>	<u>Description</u>	<u>Amount</u>
04/30/26	Professional Services VENDOR INVOICE#: 10003 DATE: 4/30/2026 050023983866 - Retainer for Services Rendered - Educator Housing Initiative - April 2026	30,000.00
Total Disbursements		\$ 30,000.00
Total This Invoice		\$ 30,000.00

05/11/26

309877.00003000
Invoice # 1274634**REMITTANCE PAGE**

Invoice Amount: \$30,000.00
Invoice Date: 05/11/26
Client.Matter Number: 309877.00003000
Account/Claim Number:
Invoice Number: 1274634

Billing Atty:	1061	Cornetto, Katie G.
Supervising Atty:	1061	Cornetto, Katie G.
(Prebill # 446734)		

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Atlanta, GA 30374-6773

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INVOICE IS PAYABLE UPON RECEIPT

CMS Check Request Intake Form

Final Audit Report

2026-05-15

Created:	2026-05-15
By:	Kristin Kehoe (kristin.hahn@cms.k12.nc.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAARKo0Q7JrqOiv1rxGcrzxG6xUd1JxFgML

"CMS Check Request Intake Form" History

-  Web Form created by Kristin Kehoe (kristin.hahn@cms.k12.nc.us)
2025-08-25 - 8:37:31 PM GMT
-  Maricel Bizzell (maricel.bizzell@cms.k12.nc.us) uploaded the following supporting documents:
 -  File Attachment 1
2026-05-15 - 1:25:18 PM GMT
-  Web Form filled in by Maricel Bizzell (maricel.bizzell@cms.k12.nc.us)
2026-05-15 - 1:25:18 PM GMT
-  Email verification link emailed to Maricel Bizzell (maricel.bizzell@cms.k12.nc.us)
2026-05-15 - 1:25:20 PM GMT
-  Email viewed by Maricel Bizzell (maricel.bizzell@cms.k12.nc.us)
2026-05-15 - 1:27:08 PM GMT
-  E-signature verified by Maricel Bizzell (maricel.bizzell@cms.k12.nc.us)
2026-05-15 - 1:27:08 PM GMT
-  Agreement completed.
2026-05-15 - 1:27:08 PM GMT

Poyner Spruill^{LLP}

ATTORNEYS AT LAW

301 S. Fayetteville Street, Ste 1900
Raleigh, North Carolina 27601
(919) 783-6400

Remit To (NEW):
PO. Box 746773
Atlanta, GA 30374-6773

May 21, 2026

Invoice # 1274922

Stephaniem.sneed@cms.k12.nc.us;
Annam.hehenberger@

Charlotte-Mecklenburg Board of Education
Stephanie Sneed
Mail to: stephaniem.sneed@cms.k12.nc.us
cc: annam.hehenberger@cms.k12.nc.us

Replaces inv. 1274633 for non-travel entries

RE: Affordable Housing for Teachers & Personnel Issues

PO Number PUR113221

Fees for Professional Services Through 04/30/26	17,070.00
Expense Advances Through 04/30/26	430.10
Amount Due For This Invoice	\$ 17,500.10

----- SERVICES SUMMARY -----

Partner

KGC	Katie G. Cornetto	32.70 hrs @	450.00 per hour	14,715.00
BLM	Brandon L. McPherson	3.10 hrs @	450.00 per hour	1,395.00

Of Counsel

REH	Robert E. Hagemann	1.60 hrs @	600.00 per hour	960.00
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Total Fees	17,070.00
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Total Fees and Expenses	\$ 17,500.10
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INVOICE PAYABLE UPON RECEIPT

05/21/26

309877.00003000
Invoice # 1274922

Re: Affordable Housing for Teachers & Personnel Issues

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Fees</u>
04/01/26	KGC	Edited doc DRAFT INTERLOCAL COOPERATION AGREEMENT 3-10-2026	0.8	\$ 360.00
04/01/26	KGC	CO AC re: follow up	0.1	45.00
04/01/26	KGC	CMS Teacher Housing Participated in virtual meeting with TW SH (county atty) and BH; Composed follow up CO FW: Partners for Hoke County Schools Education Foundation	2.1	945.00
04/01/26	REH	Review draft interlocal agreement. Conference with County attorneys.	0.8	480.00
04/02/26	KGC	CO Andrea.LeslieFite@CharlotteNC.gov: RE: [EXT]FW: Draft Interlocal Cooperation Agreement Affordable Teacher	0.2	90.00
04/02/26	KGC	Composed email to anna.schleunes@charlottenc.gov: Fw: Partners for County Schools Education Foundation	0.2	90.00
04/02/26	KGC	Follow up Email to AS re: statutory analysis joint undertaking	0.1	45.00
04/02/26	KGC	Researched More Districts Are Building Housing for Teachers. School Districts Build Apartments Just For Teachers Reviewed MINUTES OF MECKLENBURG COUNTY BOARD OF COMMISSIONERS review " NC lawmakers file bills to make it easier to build and manage workforce housing"	0.2	90.00
04/02/26	KGC	Participated in virtual meeting with SS	1.0	450.00
04/02/26	REH	Telephone call with K. Cornetto re interlocal agreement authority.	0.2	120.00

05/21/26

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Fees</u>
04/03/26	KGC	Reviewed doc Local Government Support for Privately Owned Affordable Housing NC Local Government Law Edited doc CMS Grant Agreement; Edited doc Key Areas for Negotiated Terms in the Option Agreement; Reviewed doc Local Act Required for AHT_FR_8.45_HANDOUT	0.6	270.00
04/03/26	KGC	CO Anna.Schleunes@charlottenc.gov: RE: [EXT]Fw: Partners County Schools Education Foundation; Composed email to Brandon McPherson: CMS Affordable Housing Project Update	0.7	315.00
04/03/26	KGC	TC Consultant re: AHT	1.0	450.00
04/03/26	BLM	Review of correspondence; Email KGC regarding next steps	0.6	270.00
04/04/26	BLM	Review of correspondence; Legal research regarding terms of option and ownership issue	1.6	720.00
04/05/26	KGC	Research caselaw regarding AHT; COA opinion Charlotte Reese case	2.5	1,125.00
04/06/26	KGC	Housing Council meeting attendance with Chair Sneed; follow up mtg with Chair and consultant	3.0	1,350.00
04/06/26	BLM	Phone call with KGC regarding analysis from other attorneys	0.2	90.00
04/07/26	KGC	Review AHT articles; Brunswick Co BOE	0.1	45.00
04/07/26	KGC	CO SS re: follow up ILA status	0.1	45.00
04/08/26	KGC	Participated in virtual meeting with AH BT AC to review and discuss Educator Community/Legal	1.0	450.00
04/13/26	KGC	Review Consultant Information RE Budget Concerns	0.2	90.00
04/13/26	KGC	Edited doc CMS Option to Lease Ground Lease Agreement 4-14-2026; Researched Ground Leases Browsed G.S. 160A-274 and Innovative Housing Solutions Foundation Charlotte nonprofit corporate documents	1.0	450.00

05/21/26

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Fees</u>
04/13/26	BLM	Phone call with KGC; Review of correspondence	0.4	180.00
04/14/26	KGC	Edited doc CMS Closed Session Handout 4142026	0.3	135.00
04/15/26	KGC	CO AH BT AC Re: Educator Community	0.2	90.00
04/15/26	KGC	CO BH Re: Affordable Housing Governance	0.2	90.00
04/15/26	KGC	CO LC RE: CMS Board of Education and Garinger Property ; TC LC re: timeline	0.4	180.00
04/15/26	KGC	CO SS AH AS RE: Affordable Housing ILA	0.3	135.00
04/15/26	KGC	TC CO SM RE: Closed Session Minutes	0.6	270.00
04/15/26	KGC	Follow up Closed Session Minutes Conversation Participated in virtual meeting with SM	0.6	270.00
04/16/26	KGC	CO LC: Re: CMS Board of Education and Garinger Property	0.2	90.00
04/16/26	REH	Review City email and memo. Telephone call with K. Cornetto re same.	0.6	360.00
04/17/26	KGC	MW Chair and Consultant	2.2	990.00
04/17/26	KGC	Educator Community - Finance Participated in virtual meeting with kellyh.kluttz@cms.k12.nc.us, beth.thompson@cms.k12.nc.us, crystall.hill@cms.k12.nc.us, annam.hehenberger@cms.k12.nc.us to review and discuss Educator Community - Finance	0.9	405.00
04/20/26	KGC	Composed email to Michael.Englehart@charlottenc.gov: Re: [EXT]RE: [External]CMS Meeting Request	0.2	90.00

05/21/26

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Fees</u>
04/22/26	KGC	Educator Community Discussion Participated in virtual meeting with Michael.Englehart@charlottenc.gov, amandab.cahn@cms.k12.nc.us, lashonda.hart@mecklenburgcountync.gov, jacqueline.mcneil@mecklenburgcountync.gov, roberta.whitner@mecklenburgcountync.gov to review and discuss Educator Community Discussion Read email from susan.hall@mecklenburgcountync.gov: RE: [External]FW: Partners for Hoke County Schools Education Foundation	2.0	900.00
04/22/26	KGC	Composed email to Robert E. Hagemann: Update on CMS BOE Affordable Housing	0.2	90.00
04/22/26	KGC	Review and revise ILA	0.1	45.00
04/22/26	KGC	Composed email to Robert E. Hagemann: Update on CMS BOE Affordable Housing	0.1	45.00
04/22/26	KGC	Educator Community Discussion Participated in virtual meeting with Michael.Englehart@charlottenc.gov, amandab.cahn@cms.k12.nc.us, lashonda.hart@mecklenburgcountync.gov, jacqueline.mcneil@mecklenburgcountync.gov, roberta.whitner@mecklenburgcountync.gov to review and discuss Educator Community Discussion	1.1	495.00
04/22/26	KGC	Read email from susan.hall@mecklenburgcountync.gov: RE: [External]FW: Partners for Hoke County Schools Education Foundation	0.1	45.00
04/23/26	KGC	FW: Educator Community Planning	1.0	450.00
04/24/26	KGC	Consultant RE: Brunswick Affordable Housing Read email from annam.hehenberger@cms.k12.nc.us:	0.1	45.00
04/24/26	KGC	TC Amanda Cahn, review draft documents and notes from prior mtg with WW and City	2.0	900.00
04/24/26	KGC	Meeting with Consultant and Chair Sneed re: Interlocal agmt vs direct option to lease; nonprofit structure affordable housing	2.5	1,125.00

05/21/26

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Fees</u>
04/24/26	KGC	Read email from annam.hehenberger@cms.k12.nc.us;; review Brunswick Affordable Housing	0.1	45.00
04/28/26	KGC	CO Hanna Larson: Notes for CMS Board Closed Session 143.318-11 (a)(5)	0.3	135.00
04/28/26	KGC	CO Consultant; Composed email to Robert E. Hagemann: RE: Update on CMS BOE Affordable Housing	0.2	90.00
04/28/26	KGC	Composed email to stacie1.moseley@cms.k12.nc.us: Re: Closed Session Documents	0.1	45.00
04/30/26	KGC	CO SG RE: FW: Charlotte Mecklenburg Board of Education Real Property/Housing for Teachers; Research BOE BOCC documents	0.8	360.00
04/30/26	KGC	MW BLM re: review of Option to Lease, Research Deed	0.5	225.00
04/30/26	KGC	MECKLENBURG COUNTY, North Carolina POLARIS 3G PARCEL OWNERSHIP AND GIS SUMMARY - PID 09304251; CO SS SG AC; TC Consultant	0.5	225.00
04/30/26	BLM	Meeting with KGC regarding next steps; Review of correspondence	0.3	135.00
Total Hours				37.40
Total Fees				\$ 17,070.00

Expense Advances

<u>Date</u>	<u>Description</u>	<u>Amount</u>
04/30/26	Administrative Expenses	430.10
Total Disbursements		\$ 430.10

POYNER SPRUILL LLP

Page 7

05/21/26

309877.00003000

Invoice # 1274922

Total This Invoice

\$ 17,500.10

05/21/26

309877.00003000
Invoice # 1274922**REMITTANCE PAGE**

Invoice Amount: \$17,500.10
Invoice Date: 05/21/26
Client.Matter Number: 309877.00003000
Account/Claim Number:
Invoice Number: 1274922

Billing Atty:	1061	Cornetto, Katie G.
Supervising Atty:	1061	Cornetto, Katie G.
(Prebill # 446784)		

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Atlanta, GA 30374-6773

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Poyner Spruill^{LLP}
ATTORNEYS AT LAW

301 S. Fayetteville Street, Ste 1900
Raleigh, North Carolina 27601
(919) 783-6400

Remit To (NEW):
PO. Box 746773
Atlanta, GA 30374-6773

May 21, 2026

Invoice # 1274923

Stephaniem.sneed@cms.k12.nc.us;
Annam.hehenberger@

Charlotte-Mecklenburg Board of Education
Stephanie Sneed
Mail to: stephaniem.sneed@cms.k12.nc.us
cc: annam.hehenberger@cms.k12.nc.us

Replaces inv. 1274633 for travel time +
expenses

RE: Affordable Housing for Teachers & Personnel Issues

PO Number PUR113221

Fees for Professional Services Through 04/30/26	7,200.00
Expense Advances Through 04/30/26	928.36
Amount Due For This Invoice	\$ 8,128.36

----- SERVICES SUMMARY -----

Partner

KGC Katie G. Cornetto	16.00 hrs @ 450.00 per hour	7,200.00
Total Fees		7,200.00
Total Fees and Expenses		\$ 8,128.36

INVOICE PAYABLE UPON RECEIPT

05/21/26

Re: Affordable Housing for Teachers & Personnel Issues

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Fees</u>
04/06/26	KGC	Roundtrip travel to committee mtg	5.5	\$ 2,475.00
04/14/26	KGC	CMS Board Closed Session 4:30pm; Roundtrip travel to CMS	5.5	2,475.00
04/28/26	KGC	Charlotte Meck Closed Session and travel	2.5	1,125.00
04/29/26	KGC	Travel to Raleigh from BOE mtg	2.5	1,125.00
		Total Hours		16.00
		Total Fees		\$ 7,200.00

Expense Advances

<u>Date</u>	<u>Description</u>	<u>Amount</u>
04/06/26	Mileage VENDOR: Cornetto, Katie G. INVOICE#: 010051427493 DATE: 04/07/2026 010051427493 - Discussion with CMS BOE and others regarding teacher housing project From:: 301 Fayetteville St, Raleigh, NC, USA To:: 600 East 4th Street, Charlotte, NC, USA To:: 301 Fayetteville St, Raleigh, NC, USA	243.12
04/14/26	Mileage VENDOR: Cornetto, Katie G. INVOICE#: 010051564947 DATE: 04/15/2026 010051564947 - Meeting with CMS BOE From:: 301 Fayetteville St, Raleigh, NC, USA To:: 600 East 4th Street, Charlotte, NC, USA To:: 301 Fayetteville St, Raleigh, NC, USA	243.12
04/28/26	Mileage VENDOR: Cornetto, Katie G. INVOICE#: 010051933769 DATE: 04/30/2026 010051933769 - Charlotte-Mecklenburg Meeting From:: 301 Fayetteville St, Raleigh, NC, USA To:: 600 East 4th Street, Charlotte, NC, USA To:: 301 Fayetteville St, Raleigh, NC, USA	243.12
04/28/26	Parking (local) VENDOR: Cornetto, Katie G. INVOICE#: 010051933769 DATE: 04/30/2026 010051933769 - Charlotte-Mecklenburg BOE Meeting - Parking	15.00

309877.00003000

Invoice # 1274923

05/21/26

Expense Advances

<u>Date</u>	<u>Description</u>	<u>Amount</u>
04/30/26	Administrative Expenses	<u>184.00</u>
Total Disbursements		\$ 928.36

Total This Invoice

\$ 8,128.36

05/21/26

309877.00003000
Invoice # 1274923**REMITTANCE PAGE**

Invoice Amount: \$8,128.36
Invoice Date: 05/21/26
Client.Matter Number: 309877.00003000
Account/Claim Number:
Invoice Number: 1274923

Billing Atty:	1061	Cornetto, Katie G.
Supervising Atty:	1061	Cornetto, Katie G.
(Prebill # 446785)		

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Account Name: Poyner Spruill LLP
ABA Number: 031000053
Account Number: Account

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Poyner Spruill LLP
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Atlanta, GA 30374-6773

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INVOICE IS PAYABLE UPON RECEIPT

CMS Check Request Intake Form

Check Requests should be very rare due to the requirements of General Statute [115C-441](#). Per the statute, all expenditures must be preaudited.

Directions: This form must be filled out and submitted electronically via the Adobe Webform on the Budget Intranet page. Submitted forms will be reviewed by Budget for completeness, accuracy, and confirmation that funding is available based on the funding information provided. Requests that are in violation of General Statute will be routed to the CFO for review. Forms will then be sent to Accounts Payable to key and route in Oracle for approvals. Forms that are not able to be processed due to insufficient funds or because the form is not complete or accurate will be denied and a new form will need to be submitted.

Check Request Information		
School/Department	Board Governance, Support and Operations	
Invoice PDF		Invoice Number 1275598
Amount	\$30,000	PO Number (if applicable) N/A
Supplier Name	Poyner Spruill LLP	Supplier Number 200644
Remit Address	P.O. Box 746773 Atlanta, GA 30374-6773	
Reason for Request	Meets Criteria for a Check Request: ☐ Eligible expense for check request based on approved list found here. ☐ Invoice for closed PO that had sufficient funds available at the time it was closed. Does Not Meet Criteria for a Check Request: ☐ Invoice for closed PO that did not have sufficient funds available at the time it closed. ☒ Invoice for services rendered or goods received without a PO in place.	
Additional Notes	Fees for Professional Services Through 5/31/26: Expense Advances Through 5/31/26	

Funding Information					
Use the spaces below to list the approved budget code for payment. There must be available funds budgeted in the parent account associated with this budget code in order for this request to be routed for approvals in Oracle. Note: The PRC in the budget code will drive the Special Fund Owner approval (if needed) and the Dept/School in the budget code will drive the Fund Owner/Executive Level approvals.					
Fund (2 digit)	Purpose (5 digit)	PRC (4 digit)	Object (5 digit)	Location (5 digit)	Dept/School (3 digit)
20	69100	0801	53110	00000	701

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

Date Received: 06/10/26

Maricel Bizzell
Maricel Bizzell (Jun 10, 2026 08:33:36 EDT)

Poyner Spruill^{LLP}

ATTORNEYS AT LAW

301 S. Fayetteville Street, Ste 1900
Raleigh, North Carolina 27601
(919) 783-6400

Remit To (NEW):
PO. Box 746773
Atlanta, GA 30374-6773

June 9, 2026

Invoice # 1275598
Stephaniem.sneed@cms.k12.nc.us;
Annam.hehenberger@

Charlotte-Mecklenburg Board of Education
Stephanie Sneed
Mail to: stephaniem.sneed@cms.k12.nc.us
cc: annam.hehenberger@cms.k12.nc.us

RE: Affordable Housing for Teachers & Personnel Issues

Fees for Professional Services Through 05/31/26	0.00
Expense Advances Through 05/31/26	30,000.00
Amount Due For This Invoice	\$ 30,000.00

----- SERVICES SUMMARY -----

Total Fees	0.00
Total Fees and Expenses	\$ 30,000.00

06/09/26

309877.00003000
Invoice # 1275598

Re: Affordable Housing for Teachers & Personnel Issues

Expense Advances

<u>Date</u>	<u>Description</u>	<u>Amount</u>
05/27/26	Consulting FeesINVOICE#: 10004 DATE: 5/27/2026 050024218493 – Retainer for Services Rendered - Educator Housing Initiative - May 2026	30,000.00
Total Disbursements		\$ 30,000.00
Total This Invoice		\$ 30,000.00

06/09/26

309877.00003000
Invoice # 1275598**REMITTANCE PAGE**

Invoice Amount: \$30,000.00
Invoice Date: 06/09/26
Client.Matter Number: 309877.00003000
Account/Claim Number:
Invoice Number: 1275598

Billing Atty:	1061	Cornetto, Katie G.
Supervising Atty:	1061	Cornetto, Katie G.
(Prebill # 449287)		

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INVOICE IS PAYABLE UPON RECEIPT

CMS Check Request Intake Form

Final Audit Report

2026-06-10

Created:	2026-06-10
By:	Kristin Kehoe (kristin.hahn@cms.k12.nc.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAopmE60gsWbin7wN-y49tu0pybXFueTlt

"CMS Check Request Intake Form" History

-  Web Form created by Kristin Kehoe (kristin.hahn@cms.k12.nc.us)
2025-08-25 - 8:37:31 PM GMT
-  Maricel Bizzell (maricel.bizzell@cms.k12.nc.us) uploaded the following supporting documents:
 -  File Attachment 1
2026-06-10 - 12:33:36 PM GMT
-  Web Form filled in by Maricel Bizzell (maricel.bizzell@cms.k12.nc.us)
2026-06-10 - 12:33:36 PM GMT
-  Email verification link emailed to Maricel Bizzell (maricel.bizzell@cms.k12.nc.us)
2026-06-10 - 12:33:39 PM GMT
-  Email viewed by Maricel Bizzell (maricel.bizzell@cms.k12.nc.us)
2026-06-10 - 12:34:07 PM GMT
-  E-signature verified by Maricel Bizzell (maricel.bizzell@cms.k12.nc.us)
2026-06-10 - 12:34:07 PM GMT
-  Agreement completed.
2026-06-10 - 12:34:07 PM GMT

CMS Check Request Intake Form

Check Requests should be very rare due to the requirements of General Statute [115C-441](#). Per the statute, all expenditures must be preaudited.

Directions: This form must be filled out and submitted electronically via the Adobe Webform on the Budget Intranet page. Submitted forms will be reviewed by Budget for completeness, accuracy, and confirmation that funding is available based on the funding information provided. Requests that are in violation of General Statute will be routed to the CFO for review. Forms will then be sent to Accounts Payable to key and route in Oracle for approvals. Forms that are not able to be processed due to insufficient funds or because the form is not complete or accurate will be denied and a new form will need to be submitted.

Check Request Information		
School/Department	Office of Legal Compliance and Advocacy	
Invoice PDF		Invoice Number 1275944
Amount	\$21,599.80	PO Number (if applicable) PUR113221
Supplier Name	Poyner Spruill LLP	Supplier Number 200644
Remit Address	PO Box 746773 Atlanta, GA 30374-6773	
Reason for Request	Meets Criteria for a Check Request: ☒ Eligible expense for check request based on approved list found here. ☐ Invoice for closed PO that had sufficient funds available at the time it was closed. Does Not Meet Criteria for a Check Request: ☐ Invoice for closed PO that did not have sufficient funds available at the time it closed. ☐ Invoice for services rendered or goods received without a PO in place.	
Additional Notes	Affordable Housing for teachers	

Funding Information					
Use the spaces below to list the approved budget code for payment. There must be available funds budgeted in the parent account associated with this budget code in order for this request to be routed for approvals in Oracle. Note: The PRC in the budget code will drive the Special Fund Owner approval (if needed) and the Dept/School in the budget code will drive the Fund Owner/Executive Level approvals.					
Fund (2 digit)	Purpose (5 digit)	PRC (4 digit)	Object (5 digit)	Location (5 digit)	Dept/School (3 digit)
20	69200	0801	53110	00000	765

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

Date Received: 06/18/26


 Ivory Smith (Jun 18, 2026 14:51:51 EDT)

Poyner Spruill^{LLP}

ATTORNEYS AT LAW

301 S. Fayetteville Street, Ste 1900
Raleigh, North Carolina 27601
(919) 783-6400

Remit To (NEW):
PO. Box 746773
Atlanta, GA 30374-6773

June 9, 2026

Invoice # 1275944

Stephaniem.sneed@cms.k12.nc.us;

Annam.hehenberger@cms.k12.nc.us**REPLACES INVOICE 1275597**

Charlotte-Mecklenburg Board of Education
Stephanie Sneed
Mail to: stephaniem.sneed@cms.k12.nc.us
cc: annam.hehenberger@cms.k12.nc.us

RE: Affordable Housing for Teachers

PO Number PUR113221

Fees for Professional Services Through 05/31/26	21,011.00
Expense Advances Through 05/31/26	588.80
Amount Due For This Invoice	\$ 21,599.80

----- SERVICES SUMMARY -----

Partner

KGC	Katie G. Cornetto	31.70 hrs @	450.00 per hour	14,265.00
BLM	Brandon L. McPherson	1.70 hrs @	450.00 per hour	765.00
SLS	Stephanie L. Sanders	0.80 hrs @	575.00 per hour	460.00

Associate

SCG	Stephen C. Gambill	2.30 hrs @	390.00 per hour	897.00
-----	--------------------	------------	-----------------	--------

Paralegal

CJC	Cameron J. Coolidge	13.90 hrs @	320.00 per hour	4,448.00
BLW	Betsy L. West	0.80 hrs @	220.00 per hour	176.00

Total Fees 21,011.00

Total Fees and Expenses \$ 21,599.80

INVOICE PAYABLE UPON RECEIPT

June 9, 2026

309877.00003000
Invoice # 1275944

06/09/26

Re: Affordable Housing for Teachers

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Fees</u>
04/29/26	CJC	Begin title search. Tax/GIS Map to pull current deed. Quick Chain of Title search to determine ownership back 60-Years	0.3	\$ 96.00
04/30/26	CJC	Search GIS and Deed and compare with the survey provided. Confirm where on the subject parcel the project will occur. Relay to Stephen to confirm with Katie.	0.2	64.00
05/01/26	KGC	TC consultant/Board Chair	2.0	900.00
05/01/26	KGC	Composed email to LC, adrian.boddie@troutman.com, jesse.sharp@troutman.com, RE: Educator Community - Option to Ground Lease	0.1	45.00
05/01/26	CJC	Reach out to Investors, Tryon, and Chicago Title to see if we can locate a prior policy. Confirm no policies found.	0.3	96.00
05/02/26	KGC	CMS Board of Education Special Meeting - May 2, 2026	0.2	90.00
05/04/26	KGC	TC SS re: update on option to lease	0.5	225.00
05/06/26	KGC	TC Lee Cochran re: option to lease terms	0.5	225.00
05/06/26	BLM	Phone call with KGC	0.2	90.00
05/06/26	BLM	Review of correspondence; Meeting with KGC; Email KGC	0.3	135.00
05/07/26	KGC	TC Chair and Consultant re: reports budget updates and response to Board budget questions/presentation	1.0	450.00
05/07/26	KGC	Composed email to amandab.cahn@cms.k12.nc.us: Re: Working group meetings	0.1	45.00
05/07/26	KGC	FW: Educator Community Planning TC AC	1.0	450.00
05/07/26	BLW	Assist KGC with preparing for meeting in Charlotte, proofing, printing, etc.	0.3	66.00

06/09/26

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Fees</u>
05/11/26	SLS	Review draft Option to Sublease.	0.8	460.00
05/11/26	CJC	Correspondence with Stephen regarding title search. Begin title search.	0.3	96.00
05/11/26	BLW	Edit materials related to CMS Housing for KGC	0.5	110.00
05/12/26	CJC	Begin title search. Registry search "Mecklenburg County". Thousands of documents returned. Find chain of title to determine scope of search.	2.8	896.00
05/13/26	CJC	Continue title search - Registry Outs between years of 2001-2015 when County owned Parcel. Return of 4000 documents.	2.2	704.00
05/14/26	KGC	Composed email to BH Re: PTI; CO SM AC AHooker Re: Option to lease timing RE: Consent Agenda Abstract Form	0.6	270.00
05/14/26	KGC	Option to lease review and revise for CMS to IHSF	1.0	450.00
05/14/26	KGC	CMS Real Property/Housing for Teachers Composed email to Stephen Gambill and BLM; review PID parcel plat	0.5	225.00
05/14/26	KGC	Edited doc IHSF_CMS - Option to Sublease REDLINE Edited doc IHSF and CLEAN_CMS - Option to Sublease Negotiated Terms	1.7	765.00
05/14/26	KGC	Edited doc Abstract 5.26.26 Recommend Option to Ground Lease for Educator Community Housing	0.3	135.00
05/15/26	KGC	Consultant virtual meeting with SS to review and discuss status update	1.9	855.00
05/15/26	KGC	Read email from Jesse.Sharp@troutman.com and Adrian Boddie: RE: Educator Community - Option to Ground Lease	0.3	135.00
05/15/26	BLM	Review of Option to Lease; Meeting with KGC; Email KGC	1.2	540.00
05/17/26	KGC	Review drafts with consultant; Draft notes for Board Chair	1.8	810.00

06/09/26

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Fees</u>
05/18/26	KGC	TC Chair and follow up with consultant	1.0	450.00
05/18/26	KGC	Reviewed doc Agreement	0.5	225.00
05/18/26	CJC	Continue search of Registry	0.9	288.00
05/19/26	CJC	Register of Deeds Index Search - Finish Outs and begin Grantee Search	3.4	1,088.00
05/20/26	KGC	Composed email to annam.hehenberger@cms.k12.nc.us: Option to Lease Draft	0.1	45.00
05/20/26	KGC	Educator Community - Option to Ground Lease Composed email to lcochran, Jesse.Sharp@troutman.com, Adrian.Boddie@troutman.com, and AC	0.3	135.00
05/20/26	CJC	Grantee Search. NCSoS UCC and Fed Lien Searches. Portal and Judgment Searches. LiensNC.	3.1	992.00
05/21/26	KGC	CO Jesse.Sharp@troutman.com: RE: Educator Community - Option to Ground Lease and amandab.cahn@cms.k12.nc.us: Option to Ground Lease Composed email to amandab.cahn@cms.k12.nc.us, alanj.hooker@cms.k12.nc.us	0.5	225.00
05/21/26	KGC	Attorney Consultations for Option to Lease Participated in virtual meetings with annam.hehenberger@cms.k12.nc.us, and individuals with questions	1.7	765.00
05/21/26	KGC	Composed email to Stephen Gambill: Re: Charlotte Mecklenburg Board of Education Real Property/Housing for Teachers	0.2	90.00
05/21/26	KGC	Edited doc Summary OPT to LEASE CMS IHSF Reviewed doc Redline - IHSF_CMS - Option to Lease CLEAN v2_5-14-2026 and Edited doc IHSF_CMS - Option to Lease CLEAN v2_5-14-2026 (003)	1.7	765.00
05/21/26	CJC	Draft PTO and compile exceptions. Forward to Stephen for review.	0.4	128.00

06/09/26

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Fees</u>
05/22/26	KGC	Composed email to warren.wooten@charlottenc.gov: Checking in on status of contract Composed email to Warren.Wooten@charlottenc.gov: RE: [EXT]Checking in on status of contract	0.1	45.00
05/22/26	KGC	Composed email to amandab.cahn@cms.k12.nc.us, alanj.hooker@cms.k12.nc.us: Re: Materials	0.2	90.00
05/22/26	KGC	CO follow up email to AC AHooker and SM	0.1	45.00
05/22/26	KGC	Composed email to Cameron Coolidge, Stephen Gambill: Re: Charlotte Mecklenburg Board of Education Real Property/Housing for Teachers	0.2	90.00
05/22/26	KGC	Edited doc Summary OPT to LEASE CMS IHSF Reviewed doc Redline - IHSF_CMS - Option to Lease CLEAN v2_5-14-2026	0.3	135.00
05/22/26	SCG	Review title search results and preliminary opinion on title. Review exceptions to title which may impact property and proposed development of the same. Email memo to Katie Cornetto regarding same.	2.3	897.00
05/24/26	KGC	Composed email to stacie1.moseley@cms.k12.nc.us, annam.hehenberger@cms.k12.nc.us, stephaniem.sneed@cms.k12.nc.us: FW: Educator Community - Option to Ground Lease Reviewed doc Redline and CLEAN v2; Presentation shared with you: "Educator Community BOE Presentation (May 26, 2026)" Researched Closed Session Deep Dive: Acquisition of Real Property and Employment Contracts – Coates' Canons and develop "CMS Board of Education Talking Points.docx"	1.5	675.00
05/24/26	KGC	Edited doc Summary OPT to LEASE CMS IHSF CMS Board of Education Talking Points/FAQs	0.2	90.00
05/25/26	KGC	Composed email to amandab.cahn@cms.k12.nc.us: RE: Educator Community - Option to Ground Lease CMS Board of Education points	0.2	90.00
05/26/26	KGC	Read email Re: Status of Option to Lease	0.1	45.00
05/26/26	KGC	CMS board mtg for Affordable Housing	6.3	2,835.00

309877.00003000
Invoice # 1275944

06/09/26

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Fees</u>
05/26/26	KGC	Reviewed doc IHSF_CMS - Option to Lease for CMS Approval May 26 2026 FINAL.	1.5	675.00
05/26/26	KGC	Research Active Policies - Charlotte-Mecklenburg Schools BoardDocs® Plus of go.boarddocs.com and CMBOE Operating Procedures Manual 6.24.25.pdf	0.2	90.00
05/26/26	KGC	Composed email to Jesse.Sharp@troutman.com: RE: Educator Community - Option to Ground Lease	0.3	135.00
05/29/26	KGC	Meet with SS and consultant	1.0	450.00
		Total Hours		51.20
		Total Fees		\$ 21,011.00

Expense Advances

<u>Date</u>	<u>Description</u>	<u>Amount</u>
05/31/26	Administrative Expenses	588.80
	Total Disbursements	\$ 588.80

Total This Invoice

\$ 21,599.80

06/09/26

309877.00003000
Invoice # 1275944**REMITTANCE PAGE**

Invoice Amount: \$21,599.80
Invoice Date: 06/09/26
Client.Matter Number: 309877.00003000
Account/Claim Number:
Invoice Number: 1275944

Billing Atty:	1061	Cornetto, Katie G.
Supervising Atty:	1061	Cornetto, Katie G.
(Prebill # 449307)		

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Account Number: Account

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Atlanta, GA 30374-6773

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INVOICE IS PAYABLE UPON RECEIPT

CMS Check Request Intake Form

Final Audit Report

2026-06-18

Created:	2026-06-18
By:	Kristin Kehoe (kristin.hahn@cms.k12.nc.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOeOAM5srvHKYHgQD_SxD2YopxQQmb4dA

"CMS Check Request Intake Form" History

-  Web Form created by Kristin Kehoe (kristin.hahn@cms.k12.nc.us)
2025-08-25 - 8:37:31 PM GMT
-  Ivory Smith (ivoryd.smith@cms.k12.nc.us) uploaded the following supporting documents:
 -  File Attachment 1
2026-06-18 - 6:51:51 PM GMT
-  Web Form filled in by Ivory Smith (ivoryd.smith@cms.k12.nc.us)
2026-06-18 - 6:51:51 PM GMT
-  Email verification link emailed to Ivory Smith (ivoryd.smith@cms.k12.nc.us)
2026-06-18 - 6:51:52 PM GMT
-  Email viewed by Ivory Smith (ivoryd.smith@cms.k12.nc.us)
2026-06-18 - 6:52:49 PM GMT
-  E-signature verified by Ivory Smith (ivoryd.smith@cms.k12.nc.us)
2026-06-18 - 6:52:49 PM GMT
-  Agreement completed.
2026-06-18 - 6:52:49 PM GMT

Poyner Spruill^{LLP}
ATTORNEYS AT LAW

301 S. Fayetteville Street, Ste 1900
Raleigh, North Carolina 27601
(919) 783-6400

Remit To (NEW):
PO. Box 746773
Atlanta, GA 30374-6773

June 9, 2026

Invoice # 1275943

Stephaniem.sneed@cms.k12.nc.us;
Annam.hehenberger@cms.k12.nc.us

REPLACES INVOICE 1275599

Charlotte-Mecklenburg Board of Education
Stephanie Sneed
Mail to: stephaniem.sneed@cms.k12.nc.us
cc: annam.hehenberger@cms.k12.nc.us

RE: Affordable Housing for Teachers

PO Number PUR113221

Fees for Professional Services Through 05/31/26	1,125.00
Expense Advances Through 05/31/26	57.50
Amount Due For This Invoice	\$ 1,182.50

----- SERVICES SUMMARY -----

Partner

KGC	Katie G. Cornetto	5.00 hrs @	225.00 per hour	1,125.00
Total Fees				1,125.00
Total Fees and Expenses				\$ 1,182.50

INVOICE PAYABLE UPON RECEIPT

06/09/26

309877.00003000
Invoice # 1275943

Re: Affordable Housing for Teachers

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Fees</u>
05/26/26	KGC	Travel to CMS	2.5	\$ 562.50
05/27/26	KGC	Return travel from CMS	2.5	562.50
		Total Hours		5.00
		Total Fees		\$ 1,125.00

Expense Advances

<u>Date</u>	<u>Description</u>	<u>Amount</u>
05/31/26	Administrative Expenses	<u>57.50</u>
Total Disbursements		\$ 57.50

Total This Invoice \$ 1,182.50

06/09/26

309877.00003000
Invoice # 1275943**REMITTANCE PAGE**

Invoice Amount: \$1,182.50
Invoice Date: 06/09/26
Client.Matter Number: 309877.00003000
Account/Claim Number:
Invoice Number: 1275943

Billing Atty:	1061	Cornetto, Katie G.
Supervising Atty:	1061	Cornetto, Katie G.
(Prebill # 449308)		

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Account Number: Account

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I N V O I C E

June 15, 2026

Invoice# 309877.005

Charlotte-Mecklenburg Board of Education
PO Box 30035
Charlotte, NC 28230

PUR116931

RE: Compliance Assessment (309877.00005000)

Billing Attorney	Description	Amount
KGC	Compliance Assessment of the school district	\$110,000.00
TOTAL		\$110,000.00

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Redaction Log

Reason	Page (# of occurrences)	Description
Employee Personnel File	5 (2)	Privacy of Employee Personnel Records - N.C. G.S. 115C-319- 321.
	10 (2)	
	12 (1)	
	13 (1)	
	61 (3)	

Redaction Log

Reason	Page (# of occurrences)	Description
Account Number	160 (1)	Reveals an account number for electronic payment as defined in G.S. 147-86.20 and obtained pursuant to Articles 6A or 6B of Chapter 147 of the General Statutes or G.S. 159-32.1 - N.C.G.S. § 132-1.2. Confidential information.
	169 (1)	
	176 (1)	
	181 (1)	
	188 (1)	
	192 (1)	
	201 (1)	
	205 (1)	
	209 (1)	
	219 (1)	
	223 (1)	
Employee Personnel File	63 (1)	Privacy of Employee Personnel Records - N.C. G.S. 115C-319-321.
	64 (1)	
	70 (1)	
	85 (1)	
	90 (3)	
	91 (5)	
	157 (1)	
	158 (3)	
	159 (1)	
	172 (1)	
	173 (9)	
	174 (6)	