

**NEW HANOVER COUNTY BOARD OF EDUCATION
CONTRACT FOR LEGAL SERVICES**

This contract for legal services (the “Contract”) is made and entered into this 3rd day of December 2025, between the New Hanover County Board of Education, 6410 Carolina Beach Road, Wilmington, NC 28412 and Poyner Spruill LLP located 301 Fayetteville Street, Suite 1900 Raleigh, NC 27601.

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

1. Obligations of Provider. Provider hereby agrees to provide services to the School System as follows:
 - a. Scope of Representation. Provider will provide legal representation for New Hanover County Board of Education in matters involving special education or other matters not handled by the Board’s general counsel, as requested by the Board of Education, Superintendent, or their authorized designee. Work will be completed in a timely manner acceptable to the School System in full compliance with the terms and conditions of this Contract, including any documents incorporated by reference.
 - b. Independence of Special Counsel. As special counsel, Poyner Spruill L.L.P. will report directly to the administration and/or the Board of Education for the New Hanover County Schools. Special Counsel shall operate entirely independently of any other counsel including any other special counsel or general counsel for the New Hanover Board of Education.
 - c. Termination of Legal Services. Subject to applicable rules of professional conduct governing attorneys, in the event the School System and Provider disagree on any aspect of their legal engagement or for other appropriate reasons, Provider has the right to withdraw from further representation of the New Hanover County Board of Education (“School System”). If Provider elects to terminate this engagement, School System is responsible for paying Provider’s fees and expenses accrued through the effective date of the termination of this engagement. Provider has no obligations regarding post-engagement matters. School System’s termination of this contract is governed by Paragraphs 5 and 6 below.
 - d. Records Maintenance. Provider shall maintain written documentation of any service provided, including any required documentation meeting the requirements of applicable federal, state and local laws and regulations.
 - e. Conflicts of Interest. Provider will comply with applicable conflict of interest standards under the North Carolina Rules of Professional Conduct of the North Carolina State Bar.
2. Obligations of the School System.
 - a. The School System hereby agrees to compensate Provider at a rate of \$310 per hour for partners, \$275 per hour for associates, and \$105 per hour for paralegals billed in increments of tenth of an hour for services rendered. School System agrees to compensate Provider for travel to and from New Hanover County not at the billable hourly rate per attorney but instead at a flat rate of \$1,000 plus mileage reimbursement for any attorney. The School System hereby agrees to compensate Provider for administrative expense at a rate of \$10.75 per billed hour which is calculated in lieu of telephone charges, photocopying, postage, facsimile, and other typical administrative expenses. School System agrees to compensate Provider separately for extraordinary disbursements made by Provider on its behalf, such as special postage, third-party delivery charges, travel, bulk photocopying, secretarial overtime, if necessary, and use of other service providers such as investigators, printers or experts. In litigated matters, School System will compensate Provider for payments made by Provider for process servers, court reporters, deposition transcript expenses, witness fees and the like. School System agrees to pay invoices from third party providers of ancillary services with significant costs which will be sent directly to School System for payment. With the School System’s written consent, payments may be made in monthly installments for work performed and accepted during the previous month.

3. Term. The services described in the Contract will be provided from December 3, 2025 through June 30, 2027 unless sooner terminated as herein provided. The School System reserves the right to extend the contract an additional three years, in one-year increments, based on performance and funding.
4. Compensation. The School System hereby agrees to compensate Provider in the amounts set out in Paragraph 2.a. above once all services have been rendered in accordance with the terms of this Contract. Provider shall provide School System with invoice(s) itemized by service which provide the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by School System. The School System shall process payments to Provider within thirty (30) days of submission of such invoice(s).
5. Termination for Convenience. The School System may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the School System to Provider prior to the date of termination. If the Contract is terminated by the School System in accordance with this section, the School System will pay Provider at the rate set out in Section 2.a for all fees and services performed as of the date of termination.
6. Termination for Default. At any time, the School System may terminate this Contract immediately and without prior notice if provider is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided.
7. Terms and Methods of Payment. Provider shall submit to the School System monthly invoices itemized by service provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the School System. Such invoices shall be submitted within thirty (30) days of the rendering of services. The School System shall process payments to Provider within forty-five (45) days of submission of such invoices. Invoices should be sent to Accounts Payable at accountspayable@nhcs.net located 6410 Carolina Beach Road, Wilmington NC 28412 for review and approval.
8. Insurance. Provider agrees to maintain Professional Liability in amount of at least \$1,000,000 each occurrence with \$2,000,000 General Aggregate.
9. Taxes. Provider shall pay all federal, state, and FICA taxes for all employees participating in the provision of services under this Contract.
10. Monitoring and Auditing. Provider shall cooperate with the School System with regard to inquiries related to fulfillment of Provider's obligations under this Contract.
11. Confidentiality of Student Information. Provider agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School System under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the School System's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of Provider. Provider shall not forward to any person other than parent or the School System any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of the School System or unless permitted by law. Upon termination of this Contract and upon request from the School System, Provider shall turn over to the School System all hard copies of student records or personally identifiable information about students obtained by Provider while providing services under this Contract. Nothing in this Contract gives Provider any right to access any student records or personally identifiable information.
12. Lunsford Act. Provider also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Provider shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents and subcontractors ("contractual personnel") who will engage in any service on or delivery of goods to School System property or at a

School System sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry (“the Registries”). For Provider’s convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Provider shall provide certification on the Sexual Offender Registry Check Certification Form (Attachment A) that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Provider shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Provider’s execution of the Contract and prior to performing any services on School System property. In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Provider shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the School System upon request. Provider specifically acknowledges that the School System retains the right to audit these records to ensure compliance with this section at any time in the School System’s sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract. If requested by the School System, the Provider shall provide sufficient background information regarding any or all contractual personnel who may deliver goods or perform services under this contract in order to allow the School System to perform a criminal background check on each individual at the School System’s expense. Provider further agrees that it has an ongoing obligation to provide the School System with the name of any new contractual personnel who may deliver goods or provide services under the Contract. The School System reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Contract if the School System determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others, or if such contractual personnel may otherwise pose a risk to the School System’s operations. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract.

13. Relationship of Parties. Provider shall be an independent contractor of the School System, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the School System.
14. Compliance with Applicable Laws. Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
15. Restricted Companies Lists. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included

on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

16. Anti-Nepotism. Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the New Hanover County Board of Education or of any principal or central office staff administrator employed by the School System. For purposes of this provision, “immediate family” means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the Superintendent of Schools. Unless formally waived by the School System, the existence of a family relationship covered by this Contract is grounds for immediate termination by School System without further financial liability to Provider.
17. Applicable School Board of Education Policies. Provider acknowledges that the New Hanover County Board of Education has adopted policies governing conduct on School System property and agrees to abide by any and all relevant Board policies while on School System property. The Provider acknowledges that Board’s policies are available on the School System’s website.
18. Assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the School System.
19. Contract Modifications. This contract may be amended only by written amendments duly executed by and between the School System and Provider.
20. North Carolina Law. North Carolina law will govern the interpretation and construction of the Contract.
21. Order of Precedence. The Parties do hereby agree that in the event of conflict between the terms and conditions of this Contract and the terms and conditions in an agreement entered into between the parties at the same time as or prior to this Agreement, the terms and conditions of this Agreement shall prevail.
22. Entire Agreement. This Contract and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.
23. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.
24. Counterparts and Execution. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an “original.”
25. Authority to Enter Contract. The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

**NEW HANOVER COUNTY
BOARD OF EDUCATION**

PROVIDER

Authorized Signature

Authorized Signature

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

Ashley Sutton, Chief Financial Officer

Date