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December 8, 2025

Dr. Don Angelaccio
dangelaccio@d23.org
Prospect Heights School District No.23
700 N. Schoenbeck Rd.

Prospect Heights, IL 60070

RE: Kriha Boucek, LLC ("KB") and Fagen Friedman & Fulfrost, LLP ("F3 Law")

Transfer of Engagement Letter / Appointment of Legal Counsel

Dear Dr. Angelaccio and Members of the Board of Education,

We are excited that effective January 1, 2026, Kriha Boucek, LLC ("KB") will be combining with Fagen Friedman & Fulfrost, LLP ("F3 Law") and will continue providing legal services to public school districts and other educational entities. We have already reached out to you to discuss this exciting news, and we want to follow up with this official correspondence.

As we previously explained, everyone at KB will be joining F3 Law and we will continue to provide outstanding legal representation in the same accessible manner to which you are accustomed. To maintain continuity of representation as we transition from KB to F3 Law, we ask you to please sign this transfer of engagement letter and return as soon as possible.

Again, if you want to maintain the representation of the KB attorneys you have been working with, we ask you to *authorize this letter and return an executed copy to our attention as soon as possible*. In the interim, we will continue to provide legal representation of the Board of Education to the extent necessary to protect its legal interests. Finally, as always, you also have the right to retain different counsel and to direct the transfer of your client files, or to take possession of those files. You must let us know if you wish to exercise either of those rights. If we do not hear from you within ninety (90) days of receipt of this letter, we will presume that you consent to the transfer of files to F3.

<u>Resolution</u>: If your Board of Education or Policy requires a Resolution authorizing the appointment of F3 Law as legal counsel, we have included a draft Resolution for your use (see attached). The Resolution directs the transfer of your client files to F3 Law, effective as of January 1, 2026.

<u>Hourly Rates</u>: Our fees for legal service will continue to be billed in 6-minute (1/10th of an hour) increments with rates as follows: \$295-\$320 per hour for senior partners; \$275-\$295 per hour for partners; \$265-\$285 per hour for senior associates; \$255-\$275 per hour for associates and \$145-\$175 per hour for paralegals. The hourly rates for our legal services may change from time to time, but only with advance written notice.

Kriha Boucek

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<u>Out of State attorneys</u>: Following our combination with F3 law, work may on occasion be performed by attorneys who are admitted to practice in states other than Illinois and/or Missouri. If so, work by such attorneys will always be directly supervised by an Attorney admitted to practice in Illinois and/or Missouri as appropriate and will be billed at the same rates set out above.

Invoices: As you are accustomed to working with KB, the following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Ordinary Postage	No Charge
Online Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

Instead, invoices will only include significant expenses incurred beyond the normal course of our day-to-day work, *e.g.*, fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, extensive travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel expenses, if applicable), and other similar items. Our invoices will continue to be detailed and thorough and sent on a monthly basis.

Next Level Client Services: After our combination with F3 Law we can offer consulting services, referred to as "Next Level Client Services", as a value-added benefit in addition to or in support of the legal services provided through this engagement. Our Next Level Client Services team, composed of recently retired superintendents, chief business officers, special education directors, communication directors, and other senior school district leaders, provides the following: governance training and assistance; communications services; education program planning and implementation; mentoring, coaching, and leadership; strategic planning and solutions; and legislative and policy expertise. These services are delivered only upon request, through qualified non-attorney consultants. Our fees for Next Level Client Services are billed in 6-minute increments, at the rate of \$180 per hour. Again, these hourly rates may change from time to time, but only with advanced written notice.

<u>File Retention</u>: Our representation will include advice and counsel regarding day-to-day issues, including any necessary investigations of employees and/or students. Our legal work product on these matters will be subject to attorney-client privilege. We will maintain and store records that are received from the Client for approximately five years after a matter has been resolved, at which time the file will be destroyed unless we are instructed otherwise.

If you have any questions or would like to further discuss the transition from KB to F3 Law's services, please do not hesitate to contact the undersigned, or any current KB attorney. We are truly excited about this opportunity to increase the breadth and depth of quality services to our outstanding clients.

If these terms are acceptable, please sign below and return to me with a cc: to Director of Operations, Janine Jones at janine@krihaboucek.com. You have my sincere thanks and gratitude.

Sincerely,

Sara Boucek

My signature below demonstrates that I have reviewed and agree with all the terms contained in this Transfer of Engagement Letter / Appointment of Legal Counsel.

12/9/20

Signature: Dr. Don Angelaccio, Superintendent

Prospect Heights School District No.23