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June 20, 2025

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- VIA EMAIL ONLY -

Board of Education
New Berlin Community Unit School District #16
c/o Superintendent Jill Larson
600 Cedar Street
New Berlin, IL 62670

Re: Engagement Agreement

Dear Superintendent Larson:

Thank you for giving us the opportunity to provide legal services for the Board of Education for New Berlin Community Unit School District #16. This letter sets forth the terms and conditions under which this law firm will undertake representation of the Board of Education of New Berlin Community Unit School District #16 (the "Board") to perform legal services as may be assigned from time-to-time.

Our fee for matters, excluding litigation, arbitration, or certain telephone calls with authorized individuals on subjects other than litigation or arbitration, will be computed at the rate of \$200.00 per hour for partners of the firm, \$180.00 per hour for associates of the firm, and \$100.00 per hour for paralegals of the firm. Our fee for litigation or arbitration will be computed at the rate of \$250.00 per hour for partners of the firm, \$200.00 per hour for associates of the firm, and \$125.00 per hour for paralegals of the firm. Additionally, telephone calls with the Superintendent, Board President, or administrators for subject other than litigation or arbitration will be charged a flat fee rate of \$200.00 per month. All of the above-referenced fees will be effective as of July 1, 2025. Time will be recorded by our attorneys and paralegals in tenths of an hour. The time actually expended by the law firm will be billed to NBCS16 at the rate specified at the above address. The firm's billing rates may be increased or adjusted prior to the June Board of Education meeting, to be effective for July 1st for that fiscal year. The Board agrees to pay all hourly fees as so adjusted from time to time.

Our firm will bill the Board monthly. In addition, the Board will be responsible for any and all costs, fees, disbursements, costs, or other charges actually paid or incurred by the firm in the course of representation, regardless of the outcome of the matter. Examples of these expenses and costs would include but are not limited to amounts paid by the law firm for expenses of filing fees, depositions, subpoenas, witness testimony, expert witnesses, travel expenses, and any other such

expenses which the firm may pay on the Board's behalf. If the amount of a single cost, fee, disbursement, or other charge to be incurred is five hundred dollars (\$500.00) or more, the Board shall be responsible for paying those expenses directly or give the firm written permission to invoice the Board for these expenses. The firm will not obligate the Board any expenses of five hundred dollars (\$500.00) or more without the Board's prior approval. If the amount of a single cost, fee, disbursement, or other charges to be incurred is less than five hundred dollars (\$500.00), the firm will pay these expenses on the Board's behalf and the amounts paid on the Board's behalf by the firm will be itemized on the Board's bill. The time expended by the attorneys and paralegals of the firm will also be itemized on the Board's bill. All billings for either fees or costs and expenses must be paid upon receipt.

If any billing is not paid as provided herein, the law firm may, at its option, discontinue representation of you pursuant to and in compliance with the Illinois Rule of Professional Conduct 1.16. In addition, if the Board fails to respond to our communications in a timely manner, and/or because of difficulty in communications we believe that the Board's representation is being jeopardized, we may also elect to terminate our representation, pursuant to and in compliance with the Illinois Rule of Professional Conduct 1.16.

We have the capacity to communicate using modern electronic systems, including but not limited to electronic mail (e-mail), cell phones, and text messaging. Conventional postal and telephonic communications are generally considered sufficiently secure for privileged communications. There have been questions raised concerning the adequacy of privacy protections in e-mail, cell phone, and internet based electronic communications systems from time to time. We are comfortable with electronic communications and the security of our own internal systems, but we have no control over the servers and communications lines which may carry such electronic communications and data beyond the physical boundaries of our offices. Thus, we can make no representations concerning the adequacy of the protections such systems provide for the confidentiality of the Board's communication with us. If the Board consents, however, knowing that there are risks in conventional e-mail and electronic communications systems, we will be happy to communicate with the Board via those modes. Please always be aware, however, that the substance of what the Board puts into such communications may be stored in facilities which are beyond our reach or control and may be discoverable or compromised. If the Board has concerns about the confidentiality of such communications, we can limit our means of communication to traditional voice and printed modes. We are also willing to discuss the addition of other facilities, software and/or equipment which may provide a greater measure of protection. By executing this agreement, the Board is consenting to communicating with us using electronic communications.

The Board authorizes the attorneys in the firm to engage, associate with or delegate work to co-counsel in their discretion when it is deemed necessary or advisable to properly represent the Board in connection with this matter. The rates charged by such co-counsel shall be the same as those charged by the originating attorney unless otherwise agreed. The Board also authorizes the firm to employ individuals other than attorneys to assist in work on this matter on such terms and conditions as the firm deems necessary and appropriate as the total fees charged to the Board are no greater than if the work were done entirely by the firm.

This law firm cannot guarantee success in any legal matter. This firm does, however, pledge to represent the Board to the best of our professional ability within the Illinois Rules of Professional Conduct governing attorneys.

The Board has, at all times, the right to terminate the services of this firm upon written notice to us. We will have the right to terminate our services of the Board upon written request if the Board fails to cooperate with reasonable requests of the firm, fail to pay fees as billed or the firm determines, in its reasonable discretion that continued representation of the Board might violate the Illinois Rules of Professional Conduct governing attorneys.

This agreement shall be governed by the laws of Illinois and any action related to this agreement shall be brought in the Sangamon County Circuit Court, in Springfield, Illinois.

Should the firm prevail in any arbitration or litigation arising out of or relating to non-payment of attorney's fees or non-payment of charges advanced on the Board's behalf, the firm shall be entitled to recover all reasonable attorneys' fees (including the value of time of our attorneys at their normal billing rates), all experts' fees and expenses, and all costs as may be incurred in connection with either obtaining or collecting any judgment and/or arbitration awarded, in addition to any other relief to which the firm may be entitled.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which constitute one and the same document. Signatures by fax or electronic mail shall have the same force and effect as original signatures. Please sign and date the Agreement. We hope this Agreement helps the Board understand the financial arrangement between the firm and the Board. The firm wants the Board to be satisfied in all ways with the Board's legal representation. If the Board ever has questions, comments, or complaints about these terms, billing, or any aspect of our representation, please let us know. Our practice grows through referral by satisfied clients. We want the Board to be satisfied with our work. We will proceed in representing the Board pursuant to the terms outlined above upon receipt of the Board signed acceptance in the space provided below. We look forward to our representation of the Board, and hope that our relationship with the Board will be a lasting and successful one.

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***THIS IS A LEGALLY BINDING CONTRACT. BY SIGNING BELOW, YOU ARE
ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTAND THE CONTENTS OF
THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.***

ACCEPTED, the above and foregoing terms, this _____ day of _____, 2025.

Jilinda Larson, Superintendent

Please feel free to call if you should have any questions or concerns. Thank you for your consideration.

Sincerely,

Samantha A. Bobor

SAB/bnf