

**RESOLUTION TO ENGAGE GIFFIN, WINNING, COHEN & BODEWES, P.C.**

WHEREAS, the New Berlin CUSD #16 Board of Education (herein "Board of Education") is a party to litigation with Country Mutual Insurance Company and Michelle Stolleis Forbes, known as Sangamon County Case No. 2019-MR-526.

WHEREAS, the Board of Education would like to engage Giffin, Winning, Cohen & Bodewes, P.C. to act as legal counsel in the above-referenced matter in lieu of its current counsel Statham & Long.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education:

1. Approves of the August 2, 2022 Letter of Representation with Giffin, Winning, Cohen & Bodewes, P.C. attached hereto and incorporated by reference as **Exhibit A**; and
2. Directs the Superintendent to execute the Letter of Representation.

**Adopted** this 4<sup>th</sup> of August, 2022, by the following roll-call vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary



**GIFFIN WINNING**  
**COHEN & BODEWES, P.C.**  
**ATTORNEYS AT LAW**

ESTABLISHED 1911

TELEPHONE (217) 525-1571

[www.gwcbllaw.com](http://www.gwcbllaw.com)

August 2, 2022

EXHIBIT A

DAVID A. HERMAN  
CREIGHTON R. CASTLE  
CHRISTOPHER E. SHERER  
MATTHEW R. TRAPP  
JASON E. BROKAW  
JOHN M. GABALA

SAMANTHA A. BOBOR  
JACKSON B. FREDMAN  
JASON R. VINCENT

*Of Counsel:*  
JOHN L. SWARTZ  
R. MARK MIFFLIN  
HERMAN G. BODEWES

**Samantha A. Bobor**  
Attorney  
SBobor@gwcbllaw.com

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

**Re: New Berlin Community Unit School District #16 Letter of Representation**  
**Our File No. BOARD OF EDUCATION-2209**  
**Country Mutual Insurance Company vs. New Berlin Community School**  
**District No. 16 and Michelle Stolleis Forbes**  
**Sangamon County Case No. 2019-MR-526**

Dear Mrs. Larson:

Thank you for giving us the opportunity to provide legal services 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 ("BOARD OF EDUCATION") to perform legal services in the above-referenced litigation matter. In this regard, you authorize us to represent BOARD OF EDUCATION to preserve or enforce its rights in this matter.

Our fee will be computed at a rate of \$200.00 per hour for partners of the firm, \$150.00 per hour for associates of the firm, and \$90.00 for paralegals of the firm.

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 BOARD OF EDUCATION at the rates specified at the above address. The hourly rate will be fixed until January 1 of the following year. The firm's hourly billing rate is increased or adjusted every January 1 for all existing clients of the firm. BOARD OF EDUCATION agrees to pay all hourly fees as so adjusted from time to time.

Our firm will bill BOARD OF EDUCATION monthly. In addition, BOARD OF EDUCATION 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, copying costs, long distance telephone

**SPRINGFIELD OFFICE**  
900 COMMUNITY DRIVE  
SPRINGFIELD, IL 62703  
(217) 525-1571

*D. Logan Giffin (1890-1980)*  
*Montgomery S. Winning (1892-1966)*  
*C. Terry Lindner (1903-1987)*  
*Alfred F. Newkirk (1904-1980)*  
*James M. Winning (1921-2013)*  
*Robert S. Cohen*

**HILLSBORO OFFICE**  
434 SOUTH MAIN STREET  
HILLSBORO, IL 62049  
(217) 532-5678

charges, witness testimony, witness review of file, travel expenses, telefax expenses and any other such expenses which the firm may pay on behalf of BOARD OF EDUCATION. If the amount of a single cost, fee, disbursement, or other charge to be incurred is five hundred dollars (\$500.00) or more, BOARD OF EDUCATION shall be responsible for paying those expenses directly. The firm will not pay these expenses on behalf of BOARD OF EDUCATION. The firm will not obligate BOARD OF EDUCATION for any expenses of five hundred dollars (\$500.00) or more without BOARD OF EDUCATION'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 behalf of BOARD OF EDUCATION and the amounts paid on behalf of BOARD OF EDUCATION by the firm will be itemized on its bill. The time expended by the attorneys and paralegals of the firm will also be itemized its bill. All billings for either fees or costs and expenses must be paid within 30 days of the date of mailing or emailing.

If any billing is not paid as provided herein, the law firm may, at its option, discontinue representation of BOARD OF EDUCATION pursuant to and in compliance with the Illinois Rule of Professional Conduct 1.16. In addition, if BOARD OF EDUCATION fails to respond to our communications in a timely manner, and/or because of difficulty in communications we believe that representation of BOARD OF EDUCATION 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 BOARD OF EDUCATION's communication with us. If BOARD OF EDUCATION consents, however, knowing that there are risks in conventional e-mail and electronic communications systems, we will be happy to communicate with it via those modes. Please always be aware, however, that the substance of what BOARD OF EDUCATION puts into such communications may be stored in facilities which are beyond our reach or control, and may be discoverable or compromised. If BOARD OF EDUCATION has concerns about the confidentiality of such communications, we will certainly limit our means of communication to traditional voice and printed modes. We are certainly willing to discuss the addition of other facilities, software and/or equipment which may provide a greater measure of protection. By executing this agreement BOARD OF EDUCATION is consenting to communicating with us using electronic communications.

BOARD OF EDUCATION 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 BOARD OF EDUCATION 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. BOARD OF EDUCATION 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 BOARD OF EDUCATION 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 BOARD OF EDUCATION to the best of our professional ability within the Illinois Rules of Professional Conduct governing attorneys.

BOARD OF EDUCATION 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 BOARD OF EDUCATION upon written request if BOARD OF EDUCATION 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 BOARD OF EDUCATION might violate the Illinois Rules of Professional Conduct governing attorneys.

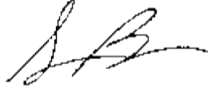
This agreement shall be governed by the laws of Illinois and any action to enforce the terms of this agreement which we may bring may be brought in any state or federal court in any county in the State of Illinois. In the event that any action must be taken by an attorney to collect any amount due under the terms of this agreement, our law firm shall be permitted to recover reasonable attorney's fees for time used in enforcing the terms of this agreement.

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 and return it within 10 days. We hope this Agreement helps BOARD OF EDUCATION understand the financial arrangement between us. The firm wants BOARD OF EDUCATION to be satisfied in all ways with its legal representation. If BOARD OF EDUCATION ever has questions, comments, or complaints about these terms, its billing, or any aspect of our representation, please let us know. Our practice grows through referral by satisfied clients. We want BOARD OF EDUCATION to be satisfied with our work for it. We will proceed in representing BOARD OF EDUCATION pursuant to the terms outlined above upon receipt of its signed acceptance in the space provided below.

We look forward to our representation of BOARD OF EDUCATION, and hope that our relationship with BOARD OF EDUCATION will be a lasting and successful one.

Sincerely,

GIFFIN, WINNING, COHEN & BODEWES, P.C.



Samantha A. Bobor

SAB/pa

***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 \_\_\_\_\_, 2022.

**New Berlin Community Unit School District #16**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_