



kriha boucek

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December 12, 2025

Dr. Lisa Leali

lleali@lb65.org

Lake Bluff SD65

121 E. Sheridan Place

Lake Bluff, IL 60044

RE: Kriha Boucek, LLC ("KB") and Fagen Friedman & Fulfrost, LLP ("F3 Law") Transfer of Engagement Letter / Appointment of Legal Counsel

Dear Dr. Leali 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.

Resolution: 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.

Hourly Rates: 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.



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Out of State attorneys: 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.

File Retention: 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.



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Sincerely,

A handwritten signature in black ink that reads "Sara Boucek".

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.

Signature: Dr. Lisa Leali, Superintendent
Lake Bluff SD65

[Date]



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RESOLUTION AUTHORIZING TRANSFER OF ENGAGEMENT / APPOINTMENT OF LEGAL COUNSEL

WHEREAS, the Board of Education (the "Board") of _____ School District ____, _____ County, Illinois (the "District"), is authorized to approve the engagement of legal counsel; and

WHEREAS, the Board previously approved Kriha Boucek, LLC ("KB") as a law firm authorized to represent the Board and District relating to legal matters assigned by the Board President, Superintendent, and/or Superintendent's designee;

WHEREAS, effective January 1, 2026, Kriha Boucek, LLC will combine with the law firm Fagen Friedman & Fulfrust, LLP ("F3 Law"); and

WHEREAS, the Board desires to continue this legal representation by approving F3 Law to represent the Board and District in matters previously assigned to Kriha Boucek, LLC and in such other matters as may be assigned by the Board President, Superintendent, and/or Superintendent's designee.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of _____ School District ____, _____ County, Illinois as follows:

Section 1. The Board hereby finds that the recitals set forth above are true and correct, and that they are incorporated herein by reference.

Section 2. The Board approves Fagen Friedman & Fulfrust, LLP ("F3 Law") as a law firm authorized to represent the Board and District in all matters previously assigned to Kriha Boucek, LLC, and in such other matters as may be assigned by the Board President, Superintendent, and/or Superintendent's designee effective January 1, 2026.

Section 3. The Board hereby authorizes the Board President and/or Superintendent to execute the Transfer of Engagement Letter / Appointment of Counsel attached hereto as Exhibit A.

Section 4. The Board hereby authorizes Kriha Boucek, LLC to transfer any and all client files of the District to Fagen Friedman & Fulfrust, LLP ("F3 Law").

Section 5. This Resolution shall be in full force and effect immediately upon its passage and approval.

Adopted this __ day of _____, 202__.



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AYES: _____

NAYS: _____

ABSENT: _____

BOARD OF EDUCATION,

SCHOOL

DISTRICT _____,
_____ County, Illinois

President

ATTEST:

Secretary