

COMMON INTEREST AND JOINT DEFENSE AGREEMENT

This Common Interest and Joint Defense Agreement (“Agreement”) is entered into effective on July 9, 2026 (the “Effective Date”) by and among the Parties (as defined below), each represented by its own separate Counsel, for the purposes described herein.

BACKGROUND

1. On or about April 30, 2026, the U.S. Department of Justice (“DOJ”) notified 35 Illinois public school districts and one public charter school operator of “an investigation to determine whether they have included sexual orientation and gender identity (SOGI) content in any class for grades pre-K-12,” *see <https://www.justice.gov/opa/pr/justice-department-launches-investigations-concerning-gender-identity-pre-k-12-schools-36>* (the “Investigation”).

2. Each Party is separately represented by its own Counsel with respect to the Investigation and related matters, and desires to coordinate on certain common legal issues and defenses while preserving all applicable privileges and protections.

3. The Parties seek to share information, analyses, legal strategies, and other materials and communications to the extent necessary to advance a common legal interest and to coordinate responses to the Investigation without waiving applicable privileges protecting their attorney-client communications and work product doctrine under applicable law.

4. The Parties enter this Agreement to memorialize their shared intent to preserve the attorney-client privilege, the work product doctrine, and the common interest doctrine, and to set forth procedures and restrictions governing the exchange and handling of information shared among them.

AGREEMENT

1. Definitions.

A. “Districts” refers to the public school districts and charter school operator listed in Exhibit _ of this Agreement.

B. “Parties” means the Districts that enter into this Agreement as provided in Section 16 below.

C. “Counsel” means the attorneys and staff affiliated with the law firms representing each Party as identified by each Party upon entering into this Agreement, or through subsequent written notice to the other Parties.

D. “Common Interest Matter” means the Parties’ shared legal interest in addressing, complying with, defending against, and/or resolving the DOJ Investigation, any related or derivative federal or state inquiries, enforcement actions, administrative proceedings, litigation,

or other proceedings arising out of or related to the Investigation, and any legal strategies, analyses, or communications concerning the foregoing.

E. “Investigation” has the meaning set forth in Background Paragraph 1 and includes all related communications, requests (including informal requests, requests for information, subpoenas, and Civil Investigative Demands (“CIDs”)), interviews, meetings, negotiations, settlement discussions, and proceedings.

F. “Confidential Information” means any non-public information or materials disclosed by or on behalf of a Party or its Counsel in connection with the Common Interest Matter, whether written, electronic, tangible, or oral, that are designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

G. “Privileged Material” means any information, documents, data, communications, or other materials protected by the attorney-client privilege, the work product doctrine, the common interest doctrine, joint defense privilege, governmental privileges, or other applicable protections.

H. “Authorized Recipients” means

- (1) the Parties;
- (2) their respective governing board members, superintendents, and employees who need to know for the Common Interest Matter;
- (3) Counsel; and
- (4) third-party consultants or experts retained by a Party or by Counsel to assist with the Common Interest Matter and who have executed the acknowledgment in Exhibit A.

2. Purpose and Common Legal Interest

A. The Parties acknowledge and agree that they share a common legal interest in addressing and defending the Common Interest Matter and intend to coordinate their legal efforts in responding to the Investigation, including but not limited to communications with DOJ, interviews, meetings, responses to subpoenas and CIDs, strategy development, litigation risk assessment, and settlement discussions.

B. The Parties further acknowledge that their exchanges pursuant to this Agreement are made to facilitate the rendering of legal advice and services by Counsel and to advance the Parties’ common legal interest and joint defense and are not for the purpose of waiving any privilege or protection.

3. Non-Waiver and Preservation of Privileges

A. No Waiver as to Third Parties. Disclosures of Privileged Material between or among Parties and Counsel pursuant to this Agreement are made in furtherance of the Parties' common legal interest and are not intended to, and shall not, waive any privilege or protection as to third parties. The Parties intend and agree that such disclosures are protected by the common interest doctrine and related protections under applicable law.

B. Limited Disclosure. Any disclosure of Privileged Material among the Parties and Counsel shall be limited to Authorized Recipients and shall be used solely for the purposes described in this Agreement.

C. Continuing Protections. Privileged Material shall remain subject to all applicable privileges and protections notwithstanding any termination or withdrawal under Section ____.

4. Confidentiality Obligations; Marking; Oral Communications

A. Confidential Treatment. Each Party shall maintain the confidentiality of all Confidential Information and Work Product received from any other Party or Counsel and shall not disclose it to any person other than Authorized Recipients, except as permitted by this Agreement, with the disclosing Party's prior written consent, or as ordered by a court of competent jurisdiction.

B. Marking. To the extent practicable, written, or tangible materials shared under this Agreement should be clearly labeled "Privileged & Confidential — Common Interest / Joint Defense" and, as applicable, "Attorney-Client Privileged," and/or "Attorney Work Product." The absence of such a designation shall not, by itself, constitute a waiver of any otherwise applicable privilege.

C. Oral Communications. Oral communications among the Parties and Counsel that are intended to be confidential and privileged shall occur in settings reasonably calculated to preserve confidentiality. To the extent practicable, participants should identify the communication at the outset as privileged, confidential, and for common interest purposes, and limit participation to Authorized Recipients. Participants may make notes of such communications but will not, without the consent of all participants to the communication, make any recording or verbatim record, or use an AI-powered note taking tool to create a record of the communication.

D. Security. Each Party and Counsel shall take reasonable steps to safeguard Confidential Information and Privileged Material, including by employing appropriate electronic, physical, and administrative security measures.

5. Information-Sharing Procedures; Experts and Consultants.

A. Authorized Recipients. Confidential Information and Privileged Material may be shared only with Authorized Recipients who have a need to know for the Common Interest Matter.

B. Consultants and Experts. Prior to receiving any Confidential Information or Privileged Material, any third-party consultant or expert engaged by a Party or Counsel shall execute the acknowledgment attached as Exhibit A (or a form substantially similar in substance) agreeing to be bound by the confidentiality, use, and non-disclosure obligations of this Agreement.

C. Limited Use. Confidential Information or Privileged Material shall be used solely for the Common Interest Matter and not for any other purpose.

6. No Agency, Partnership, or Joint Representation

A. Independent Representation. Each Party is represented by its own Counsel, and no Party's Counsel represents any other Party unless separately and expressly engaged. Nothing in this Agreement creates an attorney-client relationship between a Party and another Party's Counsel.

B. No Agency or Partnership. Nothing herein creates an agency, partnership, joint venture, or fiduciary relationship among the Parties. No Party has authority to bind another Party.

C. No Duty to Share. Participation in this Agreement imposes no obligation on any Party to disclose information it prefers to withhold. Any sharing is voluntary and at the disclosing Party's discretion.

D. No Funding Obligation. This Agreement does not obligate any Party to contribute to or fund any other Party's legal fees, costs, or expenses.

7. Conflicts; Separate Interests; Adversity Procedure

A. Reservation of Rights. Each Party reserves all rights, claims, defenses, and privileges. Nothing herein limits a Party's ability to pursue its separate interests consistent with applicable rules of professional conduct.

B. Potential or Actual Adversity. If Counsel for any Party determines that actual adversity exists or is reasonably likely to arise between or among Parties in the Common Interest Matter, Counsel shall promptly confer in good faith to determine whether and to what extent continued information sharing is appropriate.

C. Segregation. If adversity arises, the adverse Party or Parties shall prospectively cease receiving additional confidential or privileged communications from any Party whose interests are or may be materially adverse concerning the affected subject matter. Previously shared materials shall remain protected under this Agreement.

8. Handling of Subpoenas and Compulsory Process

A. Notice. If any Party or Counsel receives a subpoena, CID, court order, public records request, or other compulsory demand seeking disclosure of Confidential Information or Privileged Material shared under this Agreement, the recipient shall promptly notify in writing the Party and Counsel who originally shared the Confidential Information or Privileged Material under this Agreement, provide a copy of the demand, and, to the extent permitted, afford a reasonable opportunity to seek protective relief.

B. Cooperation. The Parties shall cooperate in good faith to oppose, limit, or condition disclosure to preserve applicable privileges and protections, including seeking protective orders or agreements that maintain confidentiality and privilege as to any Confidential Information or Privileged Material.

C. Production Protocols. If production is required, the recipient shall, to the extent practicable and legally permissible, (a) produce non-privileged materials before Confidential Information or Privileged Material; (b) use reasonable efforts to secure clawback and non-waiver protections; and (c) disclose only that information required by law.

9. Inadvertent Disclosure; Clawback. The inadvertent disclosure of Confidential Information or Privileged Material shall not constitute a waiver of any privilege or protection if the disclosing Party provides prompt written notice upon discovery and takes reasonable steps to rectify the error. Upon receipt of notice that information was inadvertently disclosed and is subject to a claim of privilege or protection, the receiving Party shall promptly return, sequester, or destroy the specified information and all reasonably identifiable copies, and shall not use or disclose the information pending resolution. The Parties shall meet and confer in good faith to address any disputes.

10. Return or Destruction; Retention of Work Product.

A. Upon the earlier of written request by the producing Party or termination of this Agreement under Section 12, each receiving Party shall, within a reasonable time, return or destroy Confidential Information or Privileged Material received from another Party, except as provided in Section 10.B.

B. Counsel may retain one archival copy of materials necessary to comply with legal, regulatory, or ethical obligations, and may retain their own notes, work product, and communications with their clients even if such materials reflect or are derived from Confidential Information or Privileged Material shared by another Party under this Agreement, provided that any retained materials remain subject to this Agreement's confidentiality and non-use restrictions.

11. Withdrawal. Any Party may withdraw from this Agreement prospectively upon written notice to the other Parties through their respective Counsel. Withdrawal shall be effective upon receipt unless a later date is specified. Upon withdrawal, the withdrawing Party shall:

A. Cease further participation in any communications and sharing of Confidential Information or Privileged Material under this Agreement;

B. Continue to maintain the confidentiality and privilege of Confidential Information or Privileged Material previously shared with the Party under this Agreement; and

C. Promptly comply with Section 10 regarding return or destruction of materials received from other Parties.

12. Termination. This Agreement shall terminate upon written agreement of all then-participating Parties. The obligation of Parties to maintain the confidentiality and privilege of Confidential Information or Privileged Material previously shared with the Party under this Agreement will survive termination of this Agreement.

13. No Admission. Nothing in this Agreement constitutes an admission of fact, liability, wrongdoing, or the existence or scope of any duty by any Party.

14. No Commitment to Positions. No Party is obligated to adopt any joint position, strategy, or settlement term. Each Party retains sole discretion regarding its individual legal positions and decisions.

15. Amendments. Any amendment or modification to this Agreement, including but not limited to additions to the list of Districts eligible to join in this Agreement, must be in a writing signed by Counsel for each then-participating Party.

16. Execution.

A. Each District listed in Exhibit A may join as a Party to this Agreement by completing and executing a Joinder Agreement in the form attached hereto as Exhibit B, including designating a law firm as its Counsel and one or more attorney(s) as its contact to receive notices under this Agreement, and forwarding the completed and executed Joinder Agreement to [CONTACT TBD]. The Party's rights and obligations under this Agreement will not take effect unless and until a Joinder Agreement has been executed on behalf of the Party, and will remain in effect until the Party withdraws as provided in Section 11 or until termination of this Agreement under Section 12. Upon receipt of each Joinder Agreement, [CONTACT TBD] will notify all other Parties to the Agreement via their designated Counsel, and will make copies of the Joinder Agreements received from each Party available to Counsel for all Parties.

B. By signing a Joinder Agreement on behalf of a Party, the individual executing the Agreement on behalf of the Party represents that he or she has express authority of the Party to enter into this Agreement on the Party's behalf.

C. Signatures on Joinder Agreements transmitted by electronic means (including PDF and e-signature platforms) shall be deemed original for all purposes.

17. Governing Law. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of law principles.

18. Entire Agreement. This Agreement constitutes the entire understanding among the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous communications on that subject.

19. Severability. If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the provision shall be reformed to the minimum extent necessary to be enforceable while preserving, to the greatest extent possible, the Parties' intent.

20. No Waiver. No failure or delay in exercising any right under this Agreement operates as a waiver. Any waiver must be in a writing signed by the waiving Party.

21. Notices. Notices under this Agreement shall be in writing and delivered by email and one of certified mail, overnight courier, or hand delivery to the Parties' Counsel at the addresses below, or as otherwise designated in writing.

22. Construction. This Agreement shall be construed neutrally, without presumption against the drafter.

EXHIBIT A

The following public school districts and charter school operator are included in the definition of “District” under Section 1.A of the Agreement:

Atwood Heights School District 125
Bloomington Public Schools District 87
Bluford Unit School District 318
Buncombe Consolidated School District 43
Center Cass School District 66
Central School District 104
Community High School District 155
Country Club Hills School District 160
Crete-Monee School District 201-U
DeKalb Community Unit School District 428
East Dubuque Unit School District 119
Elmwood Park Community Unit School District 401
Freeport School District 145
Galena Unit School District 120
Gillespie Community Unit School District 7
Iroquois County Community Unit School District 9
Leyden Community High School District 212
Lick Creek Community Consolidated School District 16
Lyons School District 103
Martinsville Community Unit School District C3
Meridian Community Unit School District 223
Noble Network of Charter Schools
North Chicago Community Unit School District 187
North Palos School District 117
Norwood Elementary School District 63
O'Fallon Community Consolidated School District No. 90
Oak Lawn-Hometown School District 123
Odin Public School District 722
Oregon Community Unit School District 220
Pembroke Community Consolidated School District 259
Reavis Township High School District 220
Ridgeview Community Unit School District 19
Stockton Community Unit School District 206
Tamaroa School District 5
Thornton Fractional Township High School District 215
Will County School District 92

JOINDER AGREEMENT

The Party named below enters into and agrees to all rights and obligations set forth in the Common Interest and Joint Defense Agreement dated July 9, 2026 to which this Joinder Agreement is appended as an exhibit, and designates the law firm listed below as its Counsel for purposes of the Common Interest and Joint Defense Agreement.

The individual signing this Joinder Agreement on behalf of the Party named below represents and warrants that he or she is legally authorized to enter into this Joinder Agreement and the Common Interest and Joint Defense Agreement on behalf of the Party.

Name of Party: Center Cass School District 66

By: _____
Signature

Its: _____
Title - President BOE

By: _____
Signature

Its: _____
Title - Secretary BOE

Date: July 9, 2026

Party's Counsel (name of law firm): Himes, Petrarca, & Fester, Chtd.

Contact to be Notified:

John Fester and Kayla Bridgham

jfester@edlawyer.com - kbridgham@edlawyer.com

180 N. Stetson Ave. Suite 3100

Chicago, IL 60601

708.601.3470

EXHIBIT C

Consultant/Expert Acknowledgment

I, John Fester, of Himes, Petrarca, and Fester, Chtd., acknowledge that I have been retained by Center Cass School District 66 or its Counsel in connection with the Common Interest Matter defined in the Common Interest and Joint Defense Agreement dated July 9, 2026 among [list Parties or reference “the Parties thereto”]. I have received and read the Agreement and agree:

To be an Authorized Recipient solely for purposes of the Common Interest Matter; to maintain as strictly confidential all Confidential Information, Privileged Material, and Work Product disclosed to me; and to use such information exclusively for the Common Interest Matter.

Not to disclose such information to any person other than Counsel and Authorized Recipients, and then only to the extent reasonably necessary.

To implement reasonable safeguards to protect such information against unauthorized access, disclosure, or use.

Upon request or termination of my engagement, to return or destroy such information consistent with Section 10 of the Agreement.

To submit to the jurisdiction and venue specified in Section 14 of the Agreement for enforcement of this acknowledgment.

Signature: _____

Name: John Fester

Title: Counsel

Firm/Organization: Himes, Petrarca, and Fester, Chtd.

Email: jfester@edlawyer.com

Date: _____