

FISH & RICHARDSON P.C.

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Frederick P. Fish
1855-1930

W.K. Richardson
1859-1951

August 3, 2006

Dr. Michael Hinojosa
General Superintendent
Dallas Independent School District
3700 Ross Ave., Box 2
Dallas, TX 75204-5491



ATLANTA

AUSTIN

BOSTON

DALLAS

DELAWARE

NEW YORK

SAN DIEGO

SILICON VALLEY

TWIN CITIES

WASHINGTON, DC

Re: Representation Agreement

Dear Dr. Hinojosa:

Fish & Richardson P.C. is pleased to be entering into a professional relationship with you to assist the Dallas Independent School District ("DISD") in conducting an internal investigation involving allegations of improper use of credit cards. In addition, we will represent the DISD in connection with requests by law enforcement for records, interviews and other cooperation on the credit card issue.

The purpose of this letter is simply to be sure we have a common understanding of how the relationship will work. In the following paragraphs we try to cover the key issues. If you have any concerns with or questions about the approach we describe, or if there are other issues you feel should be covered, please let me know right away.

It is our understanding our attorney/client relationship will be with the DISD. Madeleine Johnson and I will continue to have overall responsibility for you as a client of the firm, and we will review the bills each month. We have agreed to reduce our rates to a blended rate of \$350 per hour for attorneys and \$165 per hour for paralegals. The firm's goal is to provide the highest quality services as efficiently as we can.

Our fees for professional services are based primarily on the actual time spent. Our invoices will contain detailed daily records of each task performed, who performed it, and how long it took. We review these records before invoices are sent, and sometimes make adjustments to avoid a disparity between the time charges and the services rendered or the results achieved.

FISH & RICHARDSON P.C.

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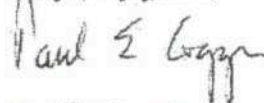
Out of pocket disbursements made by the firm on a client's behalf will be billed at actual cost. Copying and fax services provided by our staff are charged on a per page basis. Billing for some disbursements may be delayed several months because of delays in our own receipt of invoices.

In addition, to assist our investigation, it will be necessary for our firm to retain on your behalf certain outside vendors, including without limitation, forensic accountants, private investigators and document services specialists. You agree that such vendors hired by us to work on your matter will submit their invoices to us and we will review those invoices. Nonetheless, the outside vendors will look only to the DISD for payment and not to our firm.

We normally send bills monthly. If there are any special circumstances that require a different arrangement, please let me know right away. As you receive our bills, please do not hesitate to call if there are any questions. We are anxious not only to provide outstanding services but also to be sure that the charges for those services are fair and appropriate. In the absence of a problem with a bill, or a special arrangement made in advance, we expect payment within a month. We reserve the right to charge interest in the event of delinquency.

Please sign the original and enclosed copy of this letter, then retain the original for your files and return the signed copy to me.

Very truly yours,



Paul E. Coggins

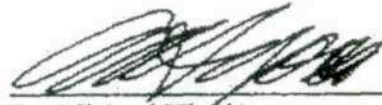
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Understood and agreed:

DALLAS INDEPENDENT SCHOOL DISTRICT

By: _____


Dr. Michael Hinojosa
General Superintendent

Date: _____

8/4/06