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MARK A. HUTCHISON
PARTNER
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July 17, 2013

Carlos McDade
General Counsel
Clark County School District
5100 W. Sahara Avenue
Las Vegas, NV 89146

Re: Engagement Agreement

Dear Carlos:

Thank you for selecting Hutchison & Steffen to represent the Clark County School District. Whenever we begin a new relationship with a client, we believe it is in everyone's best interest to state in writing our relationship. Set forth below for your review are the terms of our engagement for legal services. This letter comprises our engagement agreement. Accordingly, please review it carefully and contact us promptly if you have any questions about this agreement or our relationship.

We understand that we will be representing the Clark County School District in a hearing before the Nevada Commission on Ethics. Our representation is based, in part, on your assurance that you have not retained another attorney to represent you in Nevada on this matter. You agree to cooperate fully with us, be candid and honest, provide all information available to you, and authorize us to take all steps we deem advisable in representing you in this matter. In turn, we agree to competently and diligently represent you in this engagement, notify you promptly of significant developments, and consult you in advance about any significant decisions attendant to those developments. The client will be charged for all attorney communications, including telephone calls and email communication at the designated hourly rate.

We base our fees on the hourly rate of those working on your behalf. My current hourly rate is \$ 330.00 an hour. Michael S. Kelley will be the primary assisting attorney on this matter, and his hourly rate is \$ 175.00. The Firm periodically reviews staffing decisions for cases and other attorneys may be assigned to your case as determined by the Firm. The hourly rate of other attorneys in our Firm ranges from \$240 to \$550. The Firm's rates are adjusted periodically.

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The Firm agrees to the joinder or mutual use by the District of its Limited Vendor Registration 200186.VEN with Clark County, as modified by this Agreement, pursuant to your request for which you cite NRS 332.195.

The Firm normally requests the payment of an "evergreen" retainer prior to the commencement of any significant work, however, we have waived this requirement. Professional fees, costs, and expenses will be billed to you monthly. Costs are charges associated with items or services provided through our office. For example, photocopies, long distance telephone charges, telecopier charges, and postage. Expenses are charges billed to the Firm by outside vendors or individuals. For example, deposition charges, expert witness fees, computerized legal research, court costs, and special delivery services. We will pay for the costs and expenses associated with your representation by deducting these amounts from the retainer, with the exception of expenses exceeding \$400. For those expenses, we will forward the outside vendor's invoice to you and ask that you pay that vendor directly. All other costs and expenses will be reflected on your monthly invoice.

Our invoices identify the services performed, the persons rendering the services, and the costs and expenses incurred. They are due on receipt. If fees are not paid on a timely basis, we may, consistent with applicable ethical requirements, cease performing any further legal service until a satisfactory payment arrangement with you has been established.

In the unlikely event that we are required to institute legal proceedings to collect fees and costs owed by you, we shall be entitled to a reasonable attorney's fee and other costs of collection. Moreover, consistent with Nevada law, we shall be entitled to retain the files involving this matter until any outstanding invoices are satisfied in full. In the unlikely event that you wish to make a claim against our Firm or any lawyer in the Firm for malpractice or similar claims, you agree to submit such claims to binding arbitration in Las Vegas, Nevada, in accordance with the rules of the American Arbitration Association or similar organization. Naturally, we do not expect that any of the provisions of this paragraph will have to be applied to you, and we look forward to a wholly amicable relationship.

Either of us may terminate our representation if the terms of this agreement are not honored, or for any other reason. If that happens, you agree promptly to pay our Firm all undisputed previously incurred fees, costs, and expenses.

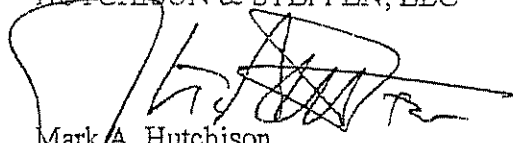
It is our policy to retain client files for a period of seven years after the end of the matter. At the end of that time, we will destroy the files. If you would like any documents or materials returned to you, you may request them at the close of your matter.

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General Counsel
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Please acknowledge receipt of this letter, your agreement to the scope of the legal services to be provided by our Firm, and your understanding of our Firm's billing practices and policies, by signing and dating this letter where indicated below, and returning the original, executed copy of this letter in the enclosed envelope. Please also complete and return the enclosed client information sheet. We are delighted to welcome you as a client and recognize the trust you place in us in retaining our services. We will do everything we can to provide you with prompt, high quality legal counsel. It is important for us to know how our clients feel about the services we provide. If you ever feel that we are not meeting this commitment or you have other questions about our relationship, please call me personally. We look forward to serving you.

Sincere regards,

HUTCHISON & STEFFEN, LLC


Mark A. Hutchison
For the Firm

MAH:mcp
Encl.

ACKNOWLEDGED AND AGREED TO:

DATED: July 24, 2013

CLARK COUNTY SCHOOL DISTRICT

By Carlos L McDade
CARLOS MCDADE
Its General Counsel