

THIRD AMENDMENT TO EMPLOYMENT CONTRACT

This Third Amendment to Employment Contract (the "Third Amendment") is made and entered into this the 4TH day of December, 2009 by and between the Board of Education (the "Board") of the Fort Worth Independent School District (the "District") and Melody A. Johnson, Ph.D., (the "Superintendent").

The Board and the Superintendent entered an employment contract on December 12, 2006 (the "Original Contract"), which was amended on December 1, 2007 (the "First Amendment") and on Dec. 16, 2008 (the "Second Amendment"). The Original Contract, the First Amendment and the Second Amendment are collectively referred to herein as the "Contract".

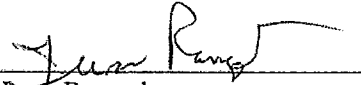
The Board and the Superintendent desire to further amend the Contract.

Now, therefore, for and in consideration of the mutual promises and consideration contained herein, and pursuant to Section 11.201, and Chapter 21, Subchapter E, of the Texas Education Code, the District and the Superintendent hereby agree as follows:

1. Section 1.1 of the Contract is hereby amended to provide that the term of the Contract will end on June 30, 2012.
2. Notwithstanding anything herein to the contrary, the parties hereby ratify the Contract and agree that the Contract remains in full force and effect except as otherwise specifically amended by this Third Amendment.
3. All capitalized terms used in this Third Amendment which are not otherwise defined have the same definitions as set forth in the Contract.

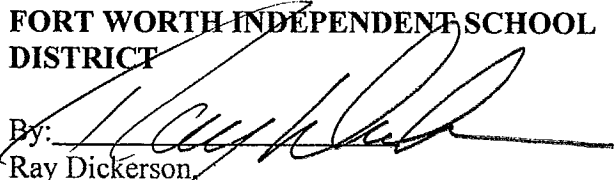
IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to be effective as of the date set forth above.

ATTEST:



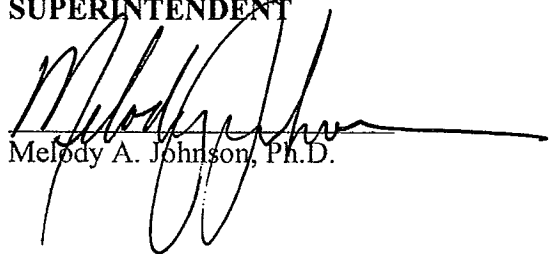
Juan Rangel,
Secretary, Board of Education

**FORT WORTH INDEPENDENT SCHOOL
DISTRICT**

By: 

Ray Dickerson,
President, Board of Education

SUPERINTENDENT



Melody A. Johnson, Ph.D.