

**FIRST AMENDMENT TO EMPLOYMENT CONTRACT**

This First Amendment to Employment Contract (the "First Amendment") is made and entered into this the 12th day of February, 2008 but is to be effective as of December 1, 2007, 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 desire to amend the Employment Contract they entered on December 12, 2008 (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, 2010.

2. Section 3.1 of the Contract is hereby amended to provide that the Superintendent's annual salary will be \$324,450.00. The full annual salary will be paid in twelve equal monthly installments of \$27,037.50, except during the 2007-2008 contract year. For the balance of the 2007-2008 contract year, the Superintendent will receive five installments of \$28,140.00 for the months of February, 2008 through June, 2008.

3. 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 First Amendment.

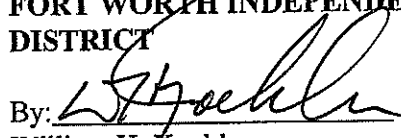
4. All capitalized terms used in this First Amendment which are not otherwise defined have the same definitions as set forth in the Contract.

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

ATTEST:

  
T. A. Sims,  
Secretary, Board of Education

**FORT WORTH INDEPENDENT SCHOOL  
DISTRICT**

By:   
William H. Koehler,  
President, Board of Education

**SUPERINTENDENT**

  
Melody A. Johnson, Ph.D.