

AMENDMENT TO EMPLOYMENT CONTRACT

WHEREAS, the School District of Philadelphia (“School District”) and Thomas Brady (“Brady”) have entered into an employment agreement dated March 1, 2007 (the “Agreement”);

WHEREAS, that Agreement provides that Brady will serve as the School District’s Chief Operating Officer (“COO”);

WHEREAS, on May 16, 2007 the School Reform Commission (“SRC”) took action in a duly noticed public meeting on Resolution 1a appointing Brady as the District’s interim Chief Executive Officer (“CEO”) effective July 1, 2007; and

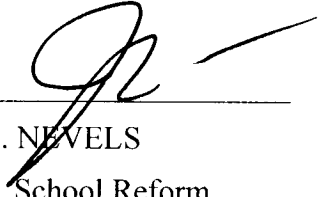
WHEREAS, Brady desires to accept such appointment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the School District and Brady, intending to be legally bound, mutually agree to amend the existing Agreement as follows:

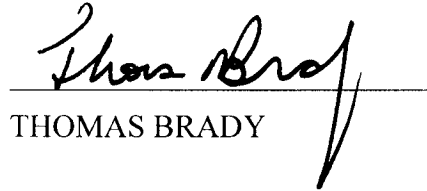
1. **EMPLOYMENT.** The School District hereby employs Brady as interim CEO and Brady will serve the District as interim CEO, reporting to the SRC in accordance with the terms of this agreement (the “Amendment”).
2. **DUTIES.** As interim CEO Brady will be responsible for the administration and operation of the public school system and the supervision of all matters subject only to the policies and direction of the SRC. The interim CEO is responsible for all the legal duties of the Superintendent of schools as set forth in both the Pennsylvania Public School Code and the Home Rule Charter of the City of Philadelphia, including those of the Secretary and Treasurer of the SRC.
3. **COMPENSATION.** During the time that Brady serves as interim CEO pursuant to this Amendment, his compensation shall be at an annual rate of \$275,000.
4. **OTHER BENEFITS.** During the time that Brady serves as interim CEO pursuant to this Amendment, he shall be entitled to the following benefits in addition to or in lieu of, as applicable, those set forth in the Agreement:
 - a.) **Business Expenses.** Brady shall be reimbursed for reasonable business expenses incurred by him in connection with the performance of his duties hereunder upon presentation of all documentation required by School District policy.
 - b.) **Parking Space.** Brady shall have the use of a parking space at 440 N. Broad Street at no charge.
 - c.) **Vacation.** Brady shall be entitled to 2.5 vacation days per month. At no time while Brady serves as interim CEO pursuant to this Amendment, however, may he take more than thirty (30) consecutive days of vacation.
5. **TERMINATION.** Brady’s services as interim CEO may be terminated by the SRC at any time pursuant to a resolution adopted by the SRC at a duly noticed public meeting.
6. **POST-TERMINATION.** In the event Brady’s services as interim CEO are terminated pursuant to Section 5 of this Amendment, Brady shall resume his duties as

Chief Operating Officer of the School District in accordance with the terms of the Agreement.

7. **OTHER TERMS AND CONDITIONS.** All other terms of the Agreement remain in full force and effect.
8. **SIGNATURES.** Authorized representatives of the School District and Brady have read and agreed to the terms of this Amendment.

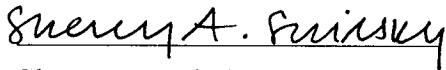


JAMES E. NEVELS
Chairman, School Reform
Commission



THOMAS BRADY

APPROVED AS TO FORM:



Sherry A. Swirsky
General Counsel