

**Second Amendment to the
Superintendent’s Employment Contract**

State of Texas §
 §
County of Dallas §

Amended Contract Terms

THIS SECOND AMENDMENT TO THE SUPERINTENDENT’S EMPLOYMENT CONTRACT is made and entered into this the 9th day of November, 2023, by and between the Board of Trustees (the “Board”) of Richardson Independent School District (the “District”) and Tabitha Branum (the “Superintendent”).

WHEREAS, the Board and the Superintendent entered into an Employment Contract (“Contract”) dated August 9, 2022; and

WHEREAS, the Board and the Superintendent agreed to enter into the First Amendment to the Contract on June 8, 2023 to extend the Contract through August 9, 2026; and

WHEREAS, the Board and the Superintendent desire to amend certain provisions of the Contract;

WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to the authority of Chapter 11, Subchapters D and E, Section 11.201 of the Texas Education Code and Chapter 21 of the Texas Education Code, and Section 2.2 of the Contract, have agreed, and do hereby agree, that the Superintendent’s Contract of Employment executed on August 9, 2022 and the June 8, 2023 First Amendment are amended as follows and have determined that this amendment is necessary for the conduct of the public schools within the District.

The following terms of the Contract are amended as follows:

1. Term 2.1. is hereby amended by striking the date “August 9, 2026” and replacing it with “August 9, 2027”.
2. Term 5.4 is hereby amended by striking the original language and replacing it with the following:

Outside Consulting/Employment. To the extent not inconsistent with the duties of Superintendent, Superintendent may serve as consultant to other school districts, colleges and universities, or educational agencies or groups, lecture, engage in writing activities and speaking engagements, and provide consultation services to private persons, firms, or entities engaged in educational endeavors up to 10 business days

per school year. The Superintendent may accept compensation for such consulting services. If the Superintendent accepts a consulting assignment, payment will be made by the third party that the Superintendent has contracted with to provide consulting services and no payment will be made by District for these days. If the Superintendent does not elect to use the 10 business days allocated for consulting services, the Superintendent may request payment for those days by means of a written request submitted to the Business Office no later than 15 days before the close of each fiscal year in which case those days shall be paid at the current contract year's daily rate. Consultation provided by Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law and approved in advance by the Board of Trustees. Superintendent agrees that she will not, during the term of this contract, accept any consultation agreements with any person, firm or entity who has or seeks a contractual relationship with RISD, or who seeks action or inaction by RISD's Board of Trustees without first fully disclosing the relationship to the Board of Trustees and obtaining prior written approval of such relationship by the Board of Trustees. The Board of Trustees agrees to grant Superintendent sufficient release time to engage in the consultation services contemplated by this paragraph, provided, however, that the release time to be provided to Superintendent shall not interfere with the full and complete performance of the duties required of Superintendent under the terms of this contract. Release time shall be approved by the President of the Board of Trustees prior to use by the Superintendent.

3. Term 6.6 Longevity/Retention Payment is amended to read in its entirety as follows:

To encourage continuity of leadership in the District, the Board wishes to provide additional compensation to the Superintendent upon the achievement of certain longevity goals. Provided the Superintendent is still actively employed on each Milestone Date and has not given notice of her intention to resign or retire, and the Board has not given the Superintendent notice of its intention to nonrenewal or terminate the Superintendent's Contract of Employment, RISD will accrue the amount listed below for the Superintendent as a longevity/retention payment. RISD will pay the Longevity/Retention Payment to the Superintendent within 30 days of the longevity milestone (the "milestone date") in 2024 and then again in 2027, provided the Superintendent has remained continuously employed and has not given notice of her intention to resign or retire. The Parties agree that the longevity/retention payments for 2025 and 2026 will be earned according to the schedule below; however, will not be paid by RISD until the 2027 milestone date. The 2027 payment shall include the amounts earned in 2025, 2026 and 2027. The Superintendent shall not be entitled to payments under this paragraph prior to the Payment Dates noted in this paragraph. Furthermore, Longevity/Retention payments shall be paid as additional salary and shall be subject to local, normal state, and federal withholding.

Milestone Date	Amount
June 30, 2024 (end of 2023-24 school year)	5% of Annual Base Salary as of June 30, 2024
June 30, 2025 (end of 2024-25 school year)	15% of Annual Base Salary as of June 30, 2025
June 30, 2026 (end of 2025-26 school year)	15% of Annual Base Salary as of June 30, 2026
June 30, 2027 (end of 2026-27 school year)	15% of Annual Base Salary as of June 30, 2027

4. The following term will be added to the Contract:

6.16. Automobile Expenses. For each contract year beginning with the 2023-24 fiscal year, RISD shall provide the Superintendent with an automobile allowance in the total sum of \$1,200.00 per month, payable in the monthly paycheck.

All other terms and conditions of the Superintendent's Contract shall remain in full force and effect.

This Amendment is effective beginning the 2023-24 fiscal year, upon final execution of the signatures listed below.

EXECUTED this, the 09, day of November, of the year 2023.

Signature on File



Regina Harris, Board President
Richardson ISD

Signature on File



Tabitha Branum, Superintendent of Schools
Richardson ISD

Attest. Signature on File



Chris Poteet, Board Secretary
Richardson ISD