

Richardson ISD
Third Amended Contract of Employment for Superintendent

State of Texas §
 §
County of Dallas §

Contract Terms

WHEREAS, the Richardson Independent School District’s Board of Trustees (“Board”) and Tabitha Branum (“Superintendent”) entered into an Employment Contract (“Contract”) dated August 9, 2022; and

WHEREAS, the Board and 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 Superintendent agreed to enter into the Second Amendment to the Contract on November 9, 2023 to extend the Contract through August 9, 2027 and amend Term 6.1 and Term 6.6 and to add Term 6.15 and Term 6.16; and

WHEREAS, the Board met on September 19, 2024 to vote on additional updates to the Contract and offered the Superintendent a Third Amendment to the Contract; and

WHEREAS, the Superintendent accepted the Third Amendment to the Contract;

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201 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, 2027” and replacing it with “August 9, 2028”.
2. Term 6.1. is amended to increase the annual base salary to three hundred forty-four thousand and seven hundred ninety-two dollars (\$344,792.00) during the Contract Term.
3. Term 5.4 is amended to clarify the Daily Rate calculation as follows:

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. The Daily Rate shall be calculated by adding the amounts in 6.1 and 6.14 (Salary and TRS) and dividing such sum by 226. 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.

4. **Term 6.6 Longevity/Retention Payment** is amended to the calculation of the Longevity/Retention payment 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. The Longevity/Retention payment is calculated each school year by adding the amounts in 6.1 and 6.14 (Salary and TRS) multiplied by the percentage amount defined in the "milestone date" chart for that school year.

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 + TRS as of June 30, 2025
June 30, 2026 (end of 2025-26 school year)	15% of Annual Base Salary + TRS as of June 30, 2026
June 30, 2027 (end of 2026-27 school year)	15% of Annual Base Salary + TRS as of June 30, 2027

The following terms are being added to the Contract:

6.17 Supplemental Retirement Plan-Salary Deferral. Annually during the Term of this Contract, including any extensions thereof, the District shall add to the monthly Salary of the Superintendent the amount needed each month to contribute the maximum salary reduction contribution permitted by the Code for a 403(b) and 457(b) plan, including, if applicable, the additional deferral allowed for plan participants who are age 50 or older ("Additional Salary") by the end of the calendar year. In the event the Superintendent executes a salary deferral agreement in accordance with the requirements of Sections 403(b) and/or 457(b) of the Internal Revenue Code (the "Code") in at least the amount of the Additional Salary, the Additional Salary shall be paid as a salary deferral contribution ("Salary Deferral Contribution"). Under and pursuant to applicable Internal Revenue Service rules the Superintendent shall have the option to elect to receive the Additional Salary in cash rather than as a Salary Deferral Contribution. All such Salary Deferral Contributions contemplated herein shall be paid to a plan established by the District under Section 403(b) and/or Section 457(b) of the Code. Such plans shall include investments as allowed under Sections 403(b), 403(b)(7) and/or 457(b) of the Code, respectively and as applicable, and the investments for the Superintendent's accounts shall be solely at his discretion. The Superintendent shall at all times be 100% vested in her account(s) under the 403(b) and/or 457(b) plan. The Salary Deferral Contributions contemplated herein shall be treated as salary deferrals under the Code and shall be reported as "creditable compensation" by the District for purposes of the Teacher Retirement System of Texas. No payments under this Section shall be made after the Superintendent's employment terminates.

All other terms and conditions of the Superintendent's August 9, 2022 Contract and previous First and Second Amendments shall remain in full force and effect unless specifically changed by this Third Amendment.

This Amendment is effective _____, 2024, upon final execution of the signatures listed below.

EXECUTED this, the 19th day of September of the year 2024.

Signature on File


Chris Poteet, Board President Richardson
ISD

Signature on File


Tabitha Branum, Superintendent of Schools
Richardson ISD

Attest Signature on File
Rachel McGowan, Board Secretary
Richardson ISD