

ADDENDUM TO THE REGULAR TEACHER'S CONTRACT

of

Dr. Bradley Donald Yates

The Board of School Trustees of the Bluffton-Harrison Metropolitan School District (hereinafter "the Corporation") offers the following provisions to become a part of the Regular Teacher's Contract of Dr. Bradley Donald Yates (hereinafter "the Superintendent"). The assignment will be: Superintendent of Schools.

1. **Employment & Term:** The Regular Teacher Contract shall be for a period of three (3) years, beginning July 1, 2022, and ending June 30, 2025. The Corporation employs the Superintendent and the Superintendent agrees to be employed by the Corporation to serve as the Superintendent of Schools.
2. **Duties:** The Superintendent is responsible for and shall perform those functions as specified in the job description for the position for which the Superintendent is hereby employed, as such may be amended from time to time by the Board of Trustees. The Superintendent shall be responsible to and shall be subject to the direct supervision and evaluation of the Board of Trustees. The Superintendent is also responsible for complying with all directives of the Board which are authorized by official Board action. In addition, the Superintendent shall, during the term of this Addendum, hold and maintain such state licenses and certifications as may be applicable or required.
3. **Evaluation:** The Board of Trustees will review the Superintendent's performance no less than annually each year. The Superintendent shall not receive any base salary raise or increment for the following year if Superintendent performance is designated as "improvement necessary" or "ineffective" on any evaluation completed for the previous school year.
4. **Salary:** For the school year beginning July 1, 2022 and ending June 30, 2023 a salary of \$138,000 will be paid for services rendered as Superintendent of Schools of the Bluffton-Harrison Metropolitan School District. Services will be performed for two hundred sixty (260) days this contract year. Payment for services will be made in 26 pay periods beginning with the first payroll after July 1, 2022.

Salary considerations for all future years of the contract will be calculated at a 3% base salary increase based upon the annual evaluated performance of the Superintendent to be Effective or Highly Effective as determined by the Board of School Trustees.

5. **Performance Stipend:** The School Corporation may pay the Superintendent an annual performance stipend not to exceed five percent of the Superintendent's annual base salary. The amount of the performance stipend shall be approved by the Board at a public meeting after the conclusion of the Superintendent's annual performance evaluation and be paid to the Superintendent within thirty (30) calendar days of approval by the Board.
6. **Retention:** If the Superintendent is still employed by the Corporation on July 1, 2024, on the payroll that includes July 2, 2024, the Corporation agrees to pay the Superintendent a retention bonus stipend equal to seven and one-half percent of the Superintendent's current base salary. This is in addition to the Superintendent's regular salary at the time of payment.

If the Superintendent is still employed by the Corporation on July 1, 2029, on the payroll that includes July 2, 2029, the Corporation agrees to pay the Superintendent a retention bonus stipend equal to seven and one-half percent of the Superintendent's current base salary. This is in addition to the Superintendent's regular salary at the time of payment.

7. **Renewal:** This contract shall automatically be extended one additional year on June 30, 2023, unless the Board gives the Superintendent written notice on or before January 2, 2023, that the Board does not agree to the extension of this contract. Thereafter, this contract shall automatically be extended one additional year on June 30 of each succeeding year as permitted by law, unless the Board gives written notice on or before the immediately preceding January 2 that the Board does not agree to the extension of this contract. The parties agree that this results in a continuous three (3) school year contract unless the Board gives the Superintendent timely notice pursuant to this section. However, notwithstanding any other provision, this addendum shall not be extended beyond June 30, 2030 and shall instead terminate on that date if otherwise still in force.
8. **Group Health, Vision, and Dental Insurance:** The Corporation shall pay the premium for the insurance plans (single or family) for the Superintendent, his/her spouse and the dependent members of his/her immediate family, in accordance with the major medical insurance plan, vision insurance plan, and dental insurance plan provided to certificated members of the professional staff. The maximum amount of this benefit will be the cost of the premium less One Dollar (\$1.00) for each insurance plan.
9. **Health Savings Account:** Each year the Corporation shall deposit into the Superintendent's health savings account an amount equal to the IRS maximum allowable contribution. Such payment shall be made in one lump sum no later than January 31 of each year. The Administrator shall vest immediately as to the deposits made by the Corporation into the health savings account. To qualify to receive the Superintendent's health savings account contribution the Superintendent must be enrolled in a qualified high-deductible health plan.
10. **Group Term Life and A.D. & D. Insurance:** The Superintendent shall be enrolled in the Corporation's Group Term Life and A. D. & D. Insurance Plan and the Corporation shall pay all but One Dollar (\$1.00) of the premium of a \$200,000 life insurance plan. (The Superintendent is responsible for payment of taxes on premiums as required in Section 89J of the IRS Code).
11. **Long-Term Disability Insurance:** The Corporation shall pay all but One Dollar (\$1.00) of a Long-term disability insurance policy which will provide a benefit of Sixty-Six and Two-Thirds Percent (66-2/3%) of the contracted salary.
12. **Teacher's Retirement Fund Contribution:** The Corporation shall pay the Superintendent's share of the Indiana Teacher Retirement Fund contribution.
13. **Sick Leave:** The Corporation shall provide Fifteen (15) sick days each year of employment with unused sick days accumulating up to a maximum of Two Hundred and Fifteen (215).

14. **Personal Days:** The Corporation shall provide Two (2) personal business days each year which the Superintendent may accumulate up to five (5).
15. **Vacation/Holidays:** The Corporation shall provide Twenty (20) days of paid vacation each year. Vacation days are considered earned and available at the start of each contract year. Vacation days shall be cumulative to the extent that unused vacation days earned during a given year may be carried over for use during the next year to a maximum of ten (10) days. Any accumulated vacation days (up to a maximum of 20 days) remaining upon termination of employment shall be paid at the day rate of the most current contract. The Corporation shall provide paid holidays for twelve month employees, as enumerated in the CLASSIFIED EMPLOYEES HANDBOOK.
16. **Non-Traditional Work Days:** In recognition of the many school, District, and community functions and activities the Superintendent attends on weekends and holidays throughout the year, the Superintendent shall be compensated for ten (10) non-traditional work days per year at the Superintendent's per diem rate of pay. The per diem rate shall be calculated by dividing the Superintendent's annual base salary set forth in paragraph 4 by the number of workdays (260 days less vacation days and Corporation holidays set forth in paragraph 15). Such payment shall be paid on a per pay basis using the Corporation's payroll schedule. Upon request by the Board of School Trustees, the Superintendent will provide the Corporation with documentation of when the days were worked by June 30 of each year.
17. **Transportation:** The School Corporation shall provide a base transportation stipend to the Superintendent for transportation and vehicle expenses in lieu of any mileage claim reimbursement payments to the Superintendent for all school corporation related travel less than 250 miles per trip. The transportation stipend shall be \$250 per pay for the initial year of the contract term. For subsequent years of the contract term, the minimum transportation stipend shall be \$250 per pay, and the transportation stipend set forth may be increased by the School Corporation and Board of School Trustees. For school corporation related travel that requires the Superintendent to drive over 250 miles on select occasions, the Superintendent will be reimbursed at the current IRS rate following the submission to and approval of an itemized travel statement by the Board. Nothing in this Contract shall require the School Corporation and Board of School Trustees to increase the transportation stipend and any increase will be done at the sole discretion of the School Corporation and Board of School Trustees.
18. **Physical Examination:** The Corporation shall provide a biennial physical examination which the Superintendent shall be required to undergo. Any costs incurred in excess of health insurance coverage will be paid by the Corporation. The Corporation reserves the right to determine the provider and the scope of services.
19. **Dues, Memberships, Meetings and Conferences:** The School Corporation agrees to pay the cost of the Superintendent's annual membership fees for, but not limited to, the following associations or professional organizations: Indiana Association of Public School Superintendents (IAPSS), Indiana Association of School Business Officials (IASBO), American Association of School Administrators (AASA), and Upper Wabash Valley Superintendents Study Council (UWVSSC). The Superintendent may attend appropriate professional meetings, as well as appropriate national and state conventions and conferences at all reasonable times and receive reimbursement for business expenses in the same manner as a Board Member as specified in Policy BHD.
20. **Cellular Telephone:** The Corporation shall reimburse the Superintendent for his business use of the Superintendent's personal cell phone at the rate of \$50.00 per pay.
21. **Severance:** If the Superintendent terminates employment (i.e., resigns, retires, or dies), the Superintendent, his named beneficiary, or his estate, in the absence of a named beneficiary, shall receive the following severance benefits:
 - a. Each year the Corporation shall deposit into the Superintendent's 401(a) Plan account an amount equal to 6.0% of the Superintendent's base salary. Such payment shall be made quarterly or on a more frequent basis depending on the requirements of the 401(a) Plan Administrator. The Superintendent shall vest immediately as to the deposits made by the Corporation into the 401(a) Plan. To qualify to receive the Superintendent's 401(a) contribution the employee must contribute 3.0% of his salary to a Corporation approved 403(b) plan. The employee will select participation from the school corporation approved list of plans qualifying under the 403(b) or the Internal Revenue Code.
 - b. If the Superintendent terminates employment after ten (10) years of consecutive service as an administrator with the Bluffton Harrison Metropolitan School Corporation, the Board shall pay \$25,000.00 to the Superintendent's post employment health reimbursement arrangement account.
22. **Support for Legal Defense:** The Corporation shall provide legal counsel for the Superintendent, selected and paid for by the corporation to defend, indemnify and hold the Superintendent harmless for all claims, demands and judgments arising out of the performance of duties within the Superintendent's scope of employment taken in good faith.
23. **Choice of Law/Severability:** This Addendum is governed by the laws of the State of Indiana, and shall be subject to the provisions of any applicable state law concerning the terms and conditions of an employment contract between a public school corporation and its superintendent. If during the term of the Addendum, any specific clause or provision thereof is determined to be illegal or in conflict with state or federal law, the illegal or conflicting provision shall be deemed void. The remainder of the Addendum shall not be affected and shall remain in full force and effect.
24. **Contract Cancellation:** The parties agree that the three alternative termination provisions set forth in this paragraph shall be the sole and exclusive means of canceling the Superintendent of Schools Basic Contract and this Addendum (hereinafter collectively referred to as the "Superintendent's Contracts") prior to their expiration date. Of the following options, Option 1 and Option 2 may be utilized by the Board of Trustees at the Board's sole discretion to terminate the Superintendent's Contracts before its expiration date.

Termination Option 1

The Board initiates cancellation for cause for one or more of the statutory reasons for cancellation of a teacher contract contained in IC 20-28-7.5-1; and gives the Superintendent written notice of its intent to cancel the Superintendent's Contracts for cause and provides the Superintendent the opportunity to have a hearing before the Board in an official executive session at least ten (10) days before the Board meets in public meeting to vote on the termination.

If the Superintendent requests a hearing with the Board herein, and if the Board subsequently votes in a public meeting to approve the termination of the Superintendent's Contracts for cause, the Board will issue written findings that one or more of the statutory reasons for cancellation of a teacher contract contained in IC 20-28-7.5-1 exist.

Termination Option 2

The Board may elect to cancel the Superintendent’s Contracts without cause by giving twelve (12) months advance written notice to the Superintendent. After the twelve (12) month advance notice period expires, then the Superintendent’s Employment shall end, and the Board shall pay the Superintendent severance in an amount that is: (A) the Superintendent’s annual base salary in effect at the time the Superintendent’s employment ends; or (B) two hundred fifty thousand dollars (\$250,000), whichever is amount is less. The Board and the Superintendent may by mutual agreement waive or shorten the notice period required for elective Board cancellation under this provision. If the Board cancels the Superintendent’s Contracts pursuant to this provision, then the Superintendent shall submit his resignation as Superintendent and teacher effective on the cancellation date (i.e. at the end of the 12-month advance notice period or other cancellation date that has been mutually agreed upon by the Board and the Superintendent). The Superintendent and the Board will refer to the reason for such resignation as “philosophical differences” or such other description as the Board and Superintendent shall mutually agree.

Termination Option 3

The Board of School Trustees receives written notice from the Division of Professional Standards that the Superintendent no longer holds a license required for the position of Superintendent of Schools from the Division of Professional Standards of the Indiana Department of Education or receives a certified copy of a court document indicating that the Superintendent was convicted of a criminal offenses that is a felony. In the event one of these circumstances would occur, the Board may terminate the Superintendent’s Contracts immediately upon providing written notice to the Superintendent. The Superintendent agrees that he waives all statutory and constitutional due process procedures that he would otherwise be entitled to receive by law in the event the Board has to terminate the Superintendent’s Contracts pursuant to this provision.

- 25. **Consulting:** The Superintendent may, with prior agreement of the Board, undertake consultative work, speaking engagements, writing, lecturing, university teaching assignments or other professional duties for compensation. If such duties occur during a contract day with the Corporation, the Superintendent will be charged a vacation or personal leave day.
- 26. **Other Benefits:** The Superintendent shall be entitled to all other benefits established by the School Corporation for all management employees within Bluffton-Harrison Metropolitan School District. To the extent benefits for the management employees duplicate a benefit specifically provided pursuant to this Addendum, the benefit provided by this Addendum alone shall be the benefit provided to the Superintendent.

The School Corporation shall reimburse the Superintendent for other business expenses as allowed by the State Board of Accounts and use of the School Corporation’s credit card for approved expenses.

- 27. **Entire Contract of Parties:** This Addendum contains all the agreed terms of employment of the Superintendent by the School Corporation and will not be modified except in a written document making specific reference to this Addendum and the specific provision to be modified. Modifications to this Addendum shall be approved by both parties in the same manner that this Addendum was approved. If required for purposes of compliance with a standard or request of the State Board of Accounts of the State of Indiana, the parties agree that they will execute one or more one year or multi-year standard teacher contracts to implement the terms of this Addendum. The parties further agree that to the extent this Addendum is inconsistent with the Superintendent’s basic teacher contract it replaces, the terms of this Addendum shall control.
- 28. **Previous Addenda Superseded:** This Addendum supersedes any previously signed agreement.

Attested to by a majority of the members of the Board of Trustees of the Bluffton-Harrison Metropolitan School District on this, the 20th day of June, 2022.

Board Member

Board Member

Board Member

Board Member

Board Member

Date: _____

Employee

Beneficiary: _____

Relationship: _____

Approved by: _____
Signature of Employee

Date: _____

Witnessed
by: _____
Corporation Secretary

Date: _____