

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 Administrator"). The assignment will be: Superintendent of Schools.

1. **Term:** The Regular Teacher Contract shall be for a period of three (3) years, beginning July 1, 2019, and ending June 30, 2022.
2. **Salary:** For the school year beginning July 1, 2019 and ending June 30, 2020 a salary of \$122,000.00 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, 2019.

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 Administrator to be Effective or Highly Effective as determined by the Board of School Trustees.
3. **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 lump sum of \$10,000.00 as a retention bonus. This is in addition to the Superintendent's regular salary at the time of payment.
4. **Renewal:** This contract shall automatically be extended one additional year on June 30, 2020, unless the Board gives the Superintendent written notice on or before January 2, 2020, 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, 2027 and shall instead terminate on that date if otherwise still in force.
5. **Group Health Insurance:** The Corporation shall pay the premium for the major medical insurance plan (single or family) for the Administrator, his/her spouse and the dependent members of his/her immediate family, in accordance with the major medical 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).
6. **Group Term Life and A.D. & D. Insurance:** The Administrator 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 Administrator is responsible for payment of taxes on premiums as required in Section 89J of the IRS Code).
7. **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.
8. **Teacher's Retirement Fund Contribution:** The Corporation shall pay the Administrator's share of the Indiana Teacher Retirement Fund contribution.
9. **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).
10. **Personal Days:** The Corporation shall provide Two (2) personal business days each year which the Administrator may accumulate up to five (5).
11. **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.
12. **Physical Examination:** The Corporation shall provide a biennial physical examination which the Administrator 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.
13. **Meetings and Conferences:** The Administrator 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.
14. **Severance:** If the Administrator terminates employment (i.e., resigns, retires, or dies), the Administrator, 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 Administrator's 401(a) Plan account an amount equal to 6.0% of the Administrator'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 Administrator shall vest immediately as to the deposits made by the Corporation into the 401(a) Plan. To qualify to receive the Administrator'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 administrator terminates employment after age fifty-five (55) and after ten (10) years of consecutive service as an administrator with the Bluffton Harrison Metropolitan School District, the Board shall pay up to \$15,000.00 toward the corporation sponsored health insurance program distributed equally across the remaining insurance premiums until he/she reaches the age of sixty-five (65). The administrator must pay the amount of the premium in excess of the Board contribution to keep the insurance in effect.

15. **Support for Legal Defense:** The Corporation shall provide legal counsel for the Administrator, selected and paid for by the corporation to defend, indemnify and hold the Administrator harmless for all claims, demands and judgments arising out of the performance of duties within the Administrator's scope of employment taken in good faith.
16. **Business Use of Vehicle:** The Corporation shall reimburse the Administrator for business use of his vehicle at the current rate of reimbursement established by the Internal Revenue Service.
17. **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 affect.
18. **Cellular Telephone:** The Corporation shall reimburse the Administrator for his business use of the Administrator's personal cell phone at the rate of \$50.00 per pay.
19. **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.
20. **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 13th day of May, 2019.

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: _____