

ADDENDUM TO SUPERINTENDENT'S BASIC CONTRACT

This addendum to the Superintendent's Basic Contract entered by and between the Eastern Greene Schools, an Indiana school corporation, hereinafter called CORPORATION, and Trent Provo, hereinafter called SUPERINTENDENT, witness:

WHEREAS, the CORPORATION desires to hire Trent Provo as Superintendent of the Eastern Greene Schools of Bloomfield, Indiana, and Trent Provo desires to be hired; and WHEREAS, the parties desire to fix the terms and conditions of employment.

NOW, therefore, for and in consideration of mutual benefits passing between the parties, it is agreed as follows effective July 1, 2023, by actions of the Board of School Trustees in public session on June 30, 2027.

NATURE OF AGREEMENT: This contract addendum is to the basic contract which is in the form of a Regular Teacher's Contract as provided in I.C. 20-28-8-6 and is incorporated by reference and made a part of the Superintendent's Basic Contract which is executed simultaneously herewith. All contract and Board Policy provisions now and in the future relating to certificated employees shall be applied to the benefit of the Superintendent of Schools. In case of conflict, the provisions of the Superintendent's contract together with the addendum shall prevail.

EMPLOYMENT: The Corporation employs Trent Provo as Superintendent of Schools and Trent Provo agrees to render services in accord with the terms of this contract.

TERM: This addendum shall be effective on July 1, 2024 through June 30, 2027.

DUTIES: The superintendent shall faithfully perform the duties of Superintendent of School and serve as the Executive Officer of the School Corporation. He shall perform those duties as they are now or shall be in the future fixed by law and shall perform the duties assigned and prescribed from time to time by the Board of School Trustees.

PARTIES RESPONSIBILITIES: The Superintendent shall have the full responsibilities of Superintendent of Schools and the Corporation's executive office including but not limited to: (1) the organization, re-organization and arrangement and assignment of the duties of the administration, supervisory, teaching staff, non-certified staff and independent bus contractors in a manner that best serves the interest of the school corporation; and (2) the responsibility for all general matters pertinent to business affairs, construction, teacher selection, placement and transfer of teachers and administrative personnel; provided, that in the exercise of such authority and responsibilities, the Superintendent shall consult with and secure approval of the Board of School Trustees of the School Corporation.

CORPORATION: Through the Corporation's Board of School Trustees, the Corporation shall provide the Superintendent with periodic opportunities to discuss Superintendent-Board-Corporation relationships.

The district shall review the Superintendent's contract annually by May 31st prior to the upcoming contract year. If the Board does not take these actions, the contract shall be automatically renewed and the term extended for an additional year.

TIME: The Superintendent shall devote his time, skill, labor and attention to his employment as Superintendent of School. This contract shall not prevent the Superintendent from engaging in civic or professional work provided that it does not interfere with his school duties.

EXTENSION AND TERMINATION OF CONTRACT: This contract may be terminated pursuant to I.C.20-28-8-7. This contract is subject to automatic extension as provided in I.C.20-28-8-8 as follows: If the governing body fails to give a termination notice I.C.10-18-8-7(3), the superintendent's contract is extended for twelve (12) months following the expiration date of the contract.

CERTIFICATION: The Superintendent shall complete a criminal history check and the results must be satisfactory to the Corporation.

SALARY: The salary shall be paid at an annual rate of \$114,000.

WORK YEAR: The Superintendent shall be employed on an annual 260 work day basis with leave days subtracted from this number of work days. The Superintendent shall work in accord with the school calendar including but not limited to when holidays, vacations, or leave days occur except when unusual circumstances require his presence in the Corporation.

SICK AND LEAVE DAYS: The Superintendent shall be entitled to ten (10) sick days per contract year to accumulate without limit.

HOLIDAYS: The superintendent shall be entitled to the same paid and unpaid holidays as provided all other 260 day employees.

INSURANCE: The superintendent shall receive family coverage for health and hospitalization, major medical, dental, vision, long term disability, term life insurance in the limits, terms, amounts, conditions and contributions paid in full by the School Corporation.

LIFE INSURANCE: The Corporation shall provide a term life insurance policy for the Superintendent with a face value of \$150,000.00.

INDIANA TEACHERS RETIREMENT FUND: All of the terms of I.C.21-6.1-1 et seq., commonly known as the "Indiana Teachers' Retirement Law", shall be in full force and effect with respect to this contract. Corporation agrees to contribute Superintendent's share to the Indiana Teachers Retirement Fund which is currently 3% of the Superintendent's base salary.

RETIREMENT: The Corporation shall contribute three percent (3%) of the Superintendent's base salary to 401(a) plan (Valic).

VACATION: The Superintendent shall be entitled to twenty-five (25) paid vacation days each year, which will accrue on July 1st each year. Unused vacation days shall not accumulate but shall expire on June 30th of each contract year.

TRAVEL AND PROFESSIONAL GROWTH AND DEVELOPMENT: The Superintendent shall make reasonable efforts to keep abreast of educational developments that pertain to his office or to the Corporation. The Corporation expects the Superintendent to attend appropriate professional meetings at local, state, and national levels and to participate in continuing education programs. The Corporation, upon prior approval before attending, shall pay all the Superintendent's reasonable out-of-Corporation travel expenses necessary to the proper discharge of his duties. The Superintendent shall file itemized expense statements. The Corporation shall in addition pay for institutional memberships, including IASBO, the Indiana Superintendents Association, and the Superintendents Council, and the professional organizations that will assist the Superintendent in enhancing the educational programs of the Corporation. The School Corporation shall reimburse the Superintendent for mileage for school business travel at the current IRS rate.

WORK PRODUCTS: Work Products, including but not limited to and of the following which were prepared by the Superintendent in written or electronic form, such as correspondence, board reports, graduation documents, dedication documents, and any and all documents, either written or electronic, that reflect action taken on behalf of the school corporation or at the request of the Board of Trustees, produced during the term of this contract shall be the property of the Corporation and shall remain in the possession of the Corporation. Upon termination of this contract, the Superintendent shall be permitted to remove personal objects and files created during his term except all Work Product shall remain. The President of the Board of Trustees and the Superintendent shall ensure that all Work Product is retained by the Corporation.

HOLD HARMLESS: The Corporation agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the Corporation provided the incident arose while the Superintendent was legally acting within the scope of his employment, unless such incident arose from the gross negligence or willful misconduct of the Superintendent. If in good faith opinion of the Superintendent, a conflict exists as regards to the defense to such claim between the legal position of the Superintendent and the legal position of the Corporation, the Superintendent, except in situations governed by this contract or when he is acting illegally, may engage counsel in which event the Corporation shall indemnify the Superintendent for reasonable costs of legal defense.

FORCE AND EFFECT: This contract shall continue in full force unless altered or rescinded for a new one at any time by mutual consent of the parties hereto. Consent shall be in writing and be consistent with I.C.20-28-8-6 through 20-28-8-8.

SEVERABLE: The validity or unenforceability of any provisions shall in no way affect the validity or enforcement of any other provision.

CANCELLATION: Nothing in this contract shall preclude cancellation of this contract by mutual consent of the parties with or without prior notice. Amendments or repeal of any Indiana Code provisions to which specific reference is made herein shall not vary the terms hereof unless such amendments replacing a repealed cited code provisions shall by their term require immediate application of their provisions. In case of a repealed provision without a new enactment replacing a repealed statute or statutes as herein referred to, the cited statutes shall be applied to this agreement the same as if not repeal of the cited provision or provisions had occurred.

DEFINITIONS: The terms “annual” or “year” shall mean the school year period of July 1- June 30 unless otherwise stated.

IN WITNESS WHEREOF, the pursuant to actions taken by the Board of School Trustees at its regular public session on June 19th, 2023, the parties hereunto set their hands and seals, in duplicate, this 19th day of June, 2023.

EASTERN GREENE SCHOOLS

By:

Board of Trustees

Trent Provo