

ADDENDUM TO SUPERINTENDENT’S BASIC CONTRACT

This addendum to the Superintendent’s Basic Contract entered into by and between the Board of School Trustees (“Board”) of the Eastern Greene Schools (“Corporation”), as the governing body of an Indiana school corporation, hereinafter called Board, and Trent Provo, hereinafter called Superintendent (“Superintendent”) (collectively referred to as the “Parties”), witnesseth:

WHEREAS, the Board desires to hire Trent Provo as the Superintendent of the Eastern Greene Schools of Bloomfield, Indiana, and Trent Provo desires to be hired to serve as Superintendent; and

WHEREAS, the Parties desire to fix the terms of employment;

NOW, THEREFORE, in consideration of the mutual benefits passing between the Parties, it is agreed as followed effective ___March 8___, 2021 , by actions of the Board of School Trustees in a public session on ___March 8___, 2021, the Board and the Superintendent agree:

1. **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 IC 20-28-8-6 and is incorporated herein by reference and made a part of the Superintendent’s Basic Contract which is simultaneously executed herewith. The terms of this addendum shall prevail over the terms of said Regular Teacher’s Contract when in conflict. All contract and Board Policy provisions now and in the future relating to certificated employees shall be applied to the benefit of the Superintendent, except as provided herein. In case of conflict, the provisions of the Superintendent’s Contract together with this addendum shall prevail.
2. **EMPLOYMENT:** The Board employs Trent Provo as the Superintendent of Schools and Trent Provo agrees to render services in accord with the terms of this contract.
3. **TERM:** This addendum shall be effective on December 9, 2019, through June 30, 2023.
4. **DUTIES:** The Superintendent shall faithfully perform the duties of Superintendent of Schools and serve as the Chief 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.
5. **RESPONSIBILITIES OF THE PARTIES:**
 - a. Superintendent: The Superintendent shall have the full responsibilities of Superintendent of Schools and the Corporation’s chief executive office including but not limited to: (1) the organization, re-organization and arrangement and assignment of the duties of the administrative, supervisory, teaching staff, non-certificated 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.

- b. **Board:** The Board of School Trustees shall provide the Superintendent with periodic opportunities to discuss Superintendent-Board relationships.
 - c. **Annual Review:** The Board shall review the Superintendent's Contract no later than May 31 each year 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. However, it is the Superintendent's responsibility to notify the Board in writing by May 31 that his contract will be automatically renewed if no action is taken by the Board. If the Superintendent is evaluated as either highly effective or effective, then the Board may (but is not required to) in its sole discretion grant the Superintendent a base salary increase.
6. **TIME:** The Superintendent shall devote his time, skill, labor and attention to his employment as Superintendent of Schools. This Contract shall not prevent the Superintendent from engaging in civic or professional work provided that it does not interfere with his school duties.
 7. **CERTIFICATION:** The Superintendent shall complete a criminal history check and the results must be satisfactory to the Board.
 8. **SALARY:** The annual salary paid to the Superintendent shall be one hundred thousand dollars (\$100,000.00) effective ___March 8____, 2021.
 9. **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 school corporation.
 10. **LEAVE DAYS:** The Superintendent shall be entitled to ten (10) leave days per contract year.
 11. **HOLIDAYS:** The Superintendent shall be entitled to the same paid and unpaid holidays as provided all other 260-day employees.
 12. **HEALTH INSURANCE:** The Board shall pay up to \$20,304.00 per year toward the Superintendent's coverage for health and hospitalization and major medical insurance.
 13. **LIFE INSURANCE:** The Board will provide a term life insurance policy for the Superintendent for a face value of \$150,000.00. As of August 8, 2019, the cost to the Board for this plan is \$142.00.
 14. **DENTAL AND VISION INSURANCE:** The Board shall provide dental and vision insurance to the Superintendent at a cost of \$982.22 for dental insurance and \$211.76 for vision insurance per year.
 15. **VACATION:** The Superintendent shall be entitled to twenty-five (25) paid vacation days per year, which accrue on July 1 each year. Unused vacation days in any Contract year shall not accumulate and shall expire on June 30 each Contract year.

16. **RETIREMENT:** The Board shall contribute an amount equal to two percent (2%) of the Superintendent's base salary into the Superintendent's 401(a) retirement account.
17. **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. The Corporation shall pay the Superintendent's statutorily required TRF contribution, which is currently 3% of the Superintendent's base salary.
18. **STIPEND:** The Superintendent shall receive an annual stipend of two thousand dollars (\$2,000.00) stipend if the Superintendent moves his personal residence to the Eastern Greene Schools district.
19. **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 professional organizations that will assist the Superintendent in enhancing the educational programs of the Corporation. The Corporation shall not reimburse the Superintendent more than \$2,500.00 in any year.
20. **MILEAGE REIMBURSEMENT:** The Board shall reimburse the Superintendent for mileage for school business travel at the current IRS rate.
21. **WORK PRODUCTS:** Work Products, including but not limited to, any 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 School Trustees, the Administrative Assistant to the Superintendent, the Board of Trustees, and the Superintendent shall ensure that all Work Product is retained by the Corporation.
22. **TERMINATION OF CONTRACT:**
 - a. This contract may be terminated pursuant to I.C. 20-28-8-7, which provides as follows:
 - (1) On any date, if the governing body and the superintendent mutually consent.
 - (2) Before the expiration date set forth in the contract, if the governing body terminates the contract for cause under a statute that sets forth causes for dismissal of teachers. However, the governing body must give the superintendent proper notice and, if the superintendent requests a hearing at

least ten (10) days before the termination, must grant the superintendent a hearing at an official meeting of the governing body.

- (3) On the expiration date set forth in the contract, if the governing body not later than January 1 of the year in which the contract expires gives notice to the superintendent in writing, delivered in person or by registered mail.
- (4) On the expiration date set forth in the contract, if the superintendent not later than January 1 of the year in which the contract expires gives proper notice in writing to the governing body.

b. In the event the Board decides to terminate the Superintendent's contract prior to the end of the term established in Paragraph 3 of this addendum, the Board shall pay the Superintendent the lesser of:

- (1) the superintendent's salary for any one (1) year under the contract; or
- (2) two hundred fifty thousand dollars (\$250,000).

The Superintendent's salary does not include benefits or any other forms of compensation that the Superintendent receives as payment under the Superintendent's contract.

23. **HOLD HARMLESS:** The Board 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 Board 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 the 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 Board, the Superintendent, except in situations governed by paragraph (20) of this Contract or when he is acting illegally, may engage counsel in which event the Board shall indemnify the Superintendent for reasonable costs of legal defense.
24. **FORCE AND EFFECT:** This Contract shall continue in full force and effect for its term 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.
25. **SEVERABLE:** The validity or unenforceability of any provisions shall in no way affect the validity or enforcement of any other provision.
26. **WAIVER:** Except as to statutory requirements, failure to insist upon strict compliance with any of the terms, covenants, or conditions shall not be a waiver of the term, covenant or condition, or shall any waive or relinquishment of any right or power at any time or more times be a waiver or relinquishment of the right or power at any other time or times.
27. **AMENDMENTS:** 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 terms 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.

28. **DEFINITIONS:** The terms “annual” or “year” shall meant the period of July 1 to June 30 unless otherwise stated.

THIS CONTRACT IS MADE AND ENTERED INTO THIS 8th DAY OF March, 2021.

SUPERINTENDENT

BOARD OF SCHOOL TRUSTEES OF THE EASTERN GREENE SCHOOLS

Trent Provo

Matt Roberts, President

Date

Scott Carmichael, Vice-President

Mike Adams, Secretary

Ron Childress, Member

Sharon Abts, Member

Heather Hudson, Member

Martha Marmouze, Member