

## REGULAR TEACHER CONTRACT

*Prescribed pursuant to Ind. Code 20-28-6-3 as the regular and uniform contract for the employment of teachers pursuant to Ind. Code 20-28-6-4(b)*

This regular teacher contract ("Contract") is by and between the governing body of the **SPENCER-OWEN COMMUNITY SCHOOLS** ("Corporation") and **BROCK A BEEMAN** ("Teacher"). **BROCK A BEEMAN** is a teacher as defined in Ind. Code 20-18-2-22.

In exchange for the Teacher's services described below, the Corporation and the Teacher agree that:

1. The Teacher shall teach in the schools of the Corporation for the school term, beginning **07/01/2018**, and ending on **06/30/2019**.  
Ind. Code 20-28-6-2(a)(3)(A)
2. The school term described in paragraph 1 immediately above for services under this Contract consists of **260.00** days. Ind. Code 20-28-6-2(a)(3)(B)
3. The number of hours per day the Teacher is expected to work under this Contract is **7.50**. Ind. Code 20-28-6-2(a)(3)(E)
4. The Corporation shall pay the Teacher for services under this Contract the total salary of **\$90,283.23** during the school year. Ind. Code 20-28-6-2(a)(3)(C)
5. The Corporation shall pay this amount in **26** installments on a **Bi-weekly** basis.  
Ind. Code 20-28-6-2(a)(3)(D) Ind. Code 20-28-6-5(1)
6. This Contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(e) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3
7. This Contract is public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

**Agreed this 8th day of November 2018.**

Teacher

  
\_\_\_\_\_

School Corporation by:

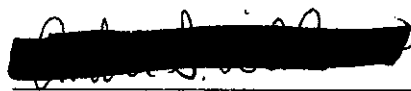
  
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President

Attested:

  
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Superintendent

  
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Secretary

**SPENCER-OWEN COMMUNITY SCHOOL CORPORATION  
CURRICULUM DIRECTOR'S CONTRACT OF EMPLOYMENT**

This Contract of Employment (hereinafter "*this Contract Addendum*") supplements the basic teacher contract of Brock Beeman as Curriculum Director by the Board of Trustees of the Spencer-Owen Community School Corporation by consent of the parties in the manner permitted by Indiana Code 20-28-8-10.

**1. Parties to this Contract and Definition of Terms**

The parties to this Contract Addendum are the:

- A. "*Curriculum Director*" meaning Brock Beeman; and
- B. "*Board*" meaning the Board of School Trustees acting as the governing body of Spencer-Owen Community School Corporation.

The term "*Superintendent*" means Dr. Chad Briggs or his successor as Chief Executive Officer and Administrator of Spencer-Owen Community School Corporation.

The term "*school year*" as used in this Contact Addendum means a period beginning on July 1 of one calendar year and concluding on June 30 of the following calendar year.

**2. Employment of Curriculum Director and Terms of Employment**

The Board employs the Curriculum Director and the Curriculum Director agrees to be employed by the Board as the administrator primarily responsible for assisting in the development of the school district's curriculum, ensuring that the curriculum complies with all current federal and state statutes, rules and regulations, ensuring that the curriculum is right for Spencer-Owen Community School Corporation's students, and providing training for teachers when new curricula is introduced for the period beginning on July 1, 2017, and concluding on June 30, 2020, subject to the terms of this Contract Addendum.

The parties agree that the Curriculum Director shall provide services on two hundred sixty (260) days during the each school year and a proportionate number of work days in each partial school year of employment. These work days shall be provided in accordance with a schedule of work days established by the Superintendent and the Board so as to insure the full and competent performance of the duties established in Section #3 of the Contract Addendum. The two hundred sixty (260) work days shall

include leave days pursuant to Section #4 of this Contract Addendum. All paid leave shall be scheduled with the exception of sick days.

The Curriculum Director shall devote the Curriculum Director's time, attention, and energy to the business of the school corporation.

### **3. Duties of the Curriculum Director and Evaluation**

The Superintendent shall be the direct supervisor and evaluator of the Curriculum Director. The Superintendent and the Curriculum Director shall function as a team; however, the Curriculum Director remains subordinate to the Superintendent. The parties agree that the duties of the position of Curriculum Director to be performed pursuant to this Contract Addendum are those defined by Board policy as may be amended from time to time. Such duties include but are not limited to:

- Being responsible for all areas of curriculum. This includes curriculum development, textbook adoption, and coordination of curriculum between schools and in the classroom;
- Assuring that the school corporation's curriculum follows the state standards;
- Being responsible for periodic evaluation of the curriculum.
- Helping determine the overall effectiveness of the school corporation's curriculum;
- Working to develop curriculum as necessary to meet the needs of the school corporation's students;
- Being responsible for instruction. Will work with staff to assure that effective instructional methods are used in the classrooms. Will evaluate instructional methods and help develop those methods that are necessary to effectively teach the curriculum. Will be responsible for professional development activities and programs. Will be responsible for approval or denial of all professional development workshops and activities.
- Being the coordinator of all ISTEP+ activities and/or any state assessment programs in which Spencer-Owen Community Schools is required to participate. Will coordinate any corporation-wide testing programs. Will be responsible for the planning of testing activities, the dissemination of testing information and reports, and the planning of remedial or enrichment activities associated with testing.
- Being the coordinator of all summer school programs. Will help in the planning of the programs offered and all activities associated with these programs.
- Being responsible for all local, state, and federal grants. Will be responsible for the planning, committee organization, submittal, monitoring, and reporting. Will work with the teachers, administrators, and central office staff

member assigned to these grants. Will seek and pursue grant activities that are available to our corporation.

- Assisting in the budgeting process for the corporation. Will provide information necessary for revenue and expenses in the planning of the budget. Will be fiscally responsible for all budgets pertaining to the areas of responsibility as assigned by this job description (grants, curriculum, instruction, assessment programs, summer school, and others).
- Being involved in community activities. Will be expected to be a part of various community organizations and programs. Will be active in supporting our corporation through these activities.
- Assuming the responsibilities of the superintendent in the absence of the superintendent. Will be a part of all corporation activities. Will assist in the supervision and evaluation of central office personnel and administration. Will work closely with all building administrators, the Technology Coordinator, the Director of Forest Hills Special Education Cooperative, and the Director of Hoosier Hills. Will accept whatever responsibilities are assigned by the Superintendent.

The Curriculum Director shall be responsible to, and shall be subject to, the direct supervision and evaluation of the Superintendent; and the Superintendent's review of the Curriculum Director's job performance provided for in Section #2 of this Contract Addendum shall be based upon the duties of this job description as amended from time to time, shall be in accord with the Board's evaluation model, and shall conform with all federal and state laws, rules and regulations.

The Curriculum Director shall during the term of this Contract Addendum, hold and maintain such state licenses and certifications as may be applicable or required, and shall devote his full working time to the performance of his duties as Curriculum Director. In the event of a qualification change in licensing requirements, the Curriculum Director shall have one (1) year to meet those qualifications.

The Curriculum Director agrees that his duties pursuant to this Contract Addendum represent full time employment and he will not accept outside employment, perform work as an independent contractor, or engage in any other business pursuit involving his personal services, if any of these activities interfere with his performance of his duties as Curriculum Director.

If the Curriculum Director desires to engage in outside employment or consulting, then he agrees he will not do so without obtaining prior Board approval.

The Curriculum Director's performance shall be reviewed twice each school year by the Superintendent.

#### **4. Salary and Benefits**

As consideration for the performance of the duties and meeting the qualifications established by this Contract Addendum, the Board agrees that the Curriculum Director shall receive the following:

- A. Salary.** The Curriculum Director shall be paid Ninety Thousand Two Hundred Eighty-three Dollars and 23 Cents (\$90,283.23) for each school year of employment. The Curriculum Director shall be paid in twenty-six (26) equal installments per annum on a schedule fixed for all employees of the school corporation. For each partial year covered by this Contract Addendum the Curriculum Director shall be paid the corresponding proportion of the salary set forth above.
- B. Paid Leave Days.** The Curriculum shall have available a minimum sixteen (16) paid days leave. At the end of each contract year unused leave days revert to sick leave. Sick leave days may accumulate to an amount equivalent to the length of the Curriculum Director's annual contract. Once the Curriculum Director accumulates the number of sick leave days equivalent to the annual contract, any unused days beyond that number will be paid at the certified substitute rate per day to the Curriculum Director in the last pay of his annual contract.
- C. Vacation Days and Paid Holidays.** Pursuant to the Board's policy establishing benefits for administrative personnel employed by the Board vacation days are awarded one year in arrears. The Curriculum Director shall be entitled to four (4) weeks paid vacation days each school year. Further, the Curriculum Director shall be entitled to the following holidays: Memorial Day, 4<sup>th</sup> of July, Labor Day, two days designated annually, Thanksgiving Day and the day following, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day.
- D. Death Leave.** The Curriculum Director may be absent from work five (5) calendar days beyond the death of a member of his immediate family or a member of the household in which the Superintendent resides. The immediate family is defined as father, mother, wife, husband, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild. In addition, death leave not to exceed one day may be used for an aunt, uncle, niece, or nephew.
- E. Community Service Leave.** The importance of community service by the Curriculum Director is recognized by the Board. The Board encourages the Curriculum Director to take leadership roles in the community; and

membership in community service groups is encouraged. The Curriculum Director may be absent from work up to five (5) days per school year for community service activities.

- F. Professional Conferences and Meeting Attendance.** Attendance at appropriate professional conferences and meetings is a responsibility of Administrative Team members. Request to attend all conferences and meetings shall be made in writing to the Superintendent. Upon approval, expenses as required for conference or meeting attendance shall be paid by the school corporation. Whenever possible car-pools and least expensive means of transportation should be used.
- G.** The Curriculum Director shall be entitled to paid or unpaid leave in any other circumstance other than sick leave in which paid or unpaid leave is required by state or federal law or permitted by the Board's policy then in force for paid leave for its administrative employees including the Board recognized legal holidays per annum.
- H. Health Insurance Coverage and Contribution.** The Board shall pay all but one dollar (\$1.00) of the cost of premiums for the Curriculum Director and his eligible dependents' coverage by the group health policy provided pursuant to the Board's policy establishing benefits for administrative personnel employed by the Board. The Board will during each year of this contract make a \$3,000.00 contribution to the Curriculum Director's family plan Health Savings Account (\$1500.00 for individual health plan.)
- I. Life Insurance.** The Board shall provide the Curriculum Director a term life insurance policy with a face value equal to \$50,000.00 with the administrator paying \$1.00 toward the cost of the plan.
- J. Long Term Disability Insurance.** The Board shall provide the Curriculum Director with a long-term disability (LTD) plan.
- K. Dental Insurance.** The Board shall annually provide the Curriculum Director One Hundred Dollars (\$100.00) toward the purchase of a group dental insurance program.
- L. Professional Dues.** The school corporation shall pay the annual dues for the Curriculum Director's membership in all state administrative associations.
- M. Retirement Annuity.** The Board shall make the three percent (3%) contribution to the Indiana State Teachers' Retirement Fund that would otherwise be required to be paid by the Curriculum Director. All payments to

the Curriculum Director subject to federal income tax shall be included in the Curriculum Director's salary for purposes of the Indiana State Teachers' Retirement Fund.

**N. Retirement Severance Pay.** Retirement severance pay shall be granted to the Curriculum Director if he meets eligibility requirements. In order to be eligible for retirement severance pay, the Curriculum Director must meet the following conditions:

- a. Submit to the Superintendent, on or before July 1 of the year prior to the retirement school year, a notification, in writing, of intent to retire.
- b. Meet minimum requirements in the Indiana State Teachers Retirement System, i.e., an administrator must have at least fifteen (15) years of creditable professional experience in the public schools, State of Indiana, and be at least 50 years of age.

In the event the Curriculum Director is unable to give timely notice of retirement as required and is forced to retire as a result of ill health, accident or other unforeseen events, the required notice of retirement may be waived by the Board on the recommendation of the Superintendent.

Retirement severance pay will be computed at \$50.00 per year of service to the Spencer-Owen Community Schools. The total amount shall be added to the Curriculum Director's final pay.

**O. 401(a) Plan and 403(b) Plan.**

1. The Curriculum Director shall be eligible to contribute to a 403(b) tax sheltered annuity, up to the amount prescribed by the Internal Revenue Code.

2. Spencer-Owen Community Schools shall contribute for the Curriculum Director an amount equal to 1% of the Curriculum Director's final contract salary amount for that year (without regard to any additional pay for extra curricular duties or extended contract amounts). This contribution shall be deposited to an account for the Curriculum Director in an existing MetLife group plan #6104630 401(a) qualified plan by October 1 of the current year. These contributions shall be referred to as the on-going contributions.

3. Spencer-Owen Community Schools shall continue the 1% contribution for the Curriculum Director as referenced above, however, Spencer-Owen Community Schools has agreed to open for bid proposals for a 401(a) qualified plan to which Spencer-Owen Community Schools shall begin making deposits commencing with the October 1, 2014 contribution. Spencer-Owen Community Schools and the Spencer-Owen Education Association shall mutually agree as to the qualified plan to which the contributions shall be made. However, if the Curriculum Director is vested in the current MetLife group plan #6104630 401(a) qualified plan he may elect to continue contributions for him to said MetLife plan.

4. Amounts deposited pursuant to this Article shall be deposited to a single account for the Curriculum Director in the MetLife group plan #6104630 401(a) qualified plan or subsequent plan. This account shall be vested after the completion of 5 years of service with Spencer-Owen Community Schools. This account shall also vest upon the death of the Curriculum Director while actively employed with Spencer-Owen Community Schools.

**P. Other Benefits.** The Curriculum Director shall be entitled to any and all other benefits set forth in the Board's policy establishing benefits for administrative personnel employed by the Board as amended from time to time including but not limited to mileage and meal reimbursements, usage of corporation owned vehicles, etc.

#### **5. Administering Day**

The administering day shall include the seven and one-half (7½) hour instructional day plus the necessary time for supervision of the curriculum programs and fulfillment of the Curriculum Director's job responsibilities.

#### **6. Cellular Phone and Internet Device**

The Curriculum Director is required and it is essential for the performance of the Curriculum Director's duties to have a cellphone and cellphone service with both voicemail and email capacity and an internet device. The Board shall be responsible for the costs of such cellphone with voicemail and internet device.

#### **7. Work Products**

Work products, including but not limited to any of the following which were prepared by the Curriculum Director in written or electronic form, such as correspondence, Board reports, memoranda, and any and all other documents, either written or electronic, that reflect action taken on behalf of the Spencer-Owen Community School Corporation or at the request of the Board or the Superintendent or their designees, produced during the term of this Contract Addendum shall be the property of the Board and shall remain in the possession of the Board. Upon termination of this Contract Addendum, the Curriculum Director shall be permitted to remove personal objects and files created during his term except all Work Product shall remain.



#### **8. Extension and Non-Renewal of this Contract Addendum**

The contract non-renewal and extension provisions of Indiana law, specifically Indiana Code 20-28-8-3 and 20-28-8-4, are applicable to this Contract Addendum.

#### **9. Cancellation of this Contract Addendum**

This Contract Addendum may be terminated or cancelled only in accord with the provisions of Indiana Code.

#### **10. Defense and Indemnification for Acts as Curriculum Director**


The Board agrees to provide the Curriculum Director with legal counsel selected and paid for by the Board and to defend and indemnify and hold the Curriculum Director harmless for all claims, demands and judgments arising out of the performance of the duties within the scope of his employment as set out in Section #3 of this Contract Addendum to the fullest extent permitted by law. The provisions of this paragraph exclude criminal conduct or any other conduct that is outside the scope of the Curriculum Director's duties.

**11. Contract as Public Record**


The parties agree that this Contract Addendum is a public record under the Indiana Public Records Law, Indiana Code 5-14-3, and Indiana Code 20-28-6-2 pertaining to teacher contracts generally.

**IN WITNESS WHEREOF** and intending to bind ourselves hereto we have hereunto set our hands and seals this 14th day of December 2017.

**Curriculum Director**


  
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Brock Beeman, Curriculum Director

**Board of School Trustees**

  
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Rick Smeltzer, President


  
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Chad Cooper, Vice President


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Amber Willen, Secretary

  
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Larry Hight, Secretary Pro Tem

  
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Sonia Brinson, Member

  
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Lewis Moke, Member

  
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Jack White, Member

Approved:  
  
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Dr. Chad Briggs, Superintendent