

KENT INTERMEDIATE SCHOOL DISTRICT
Grand Rapids, Michigan

ADMINISTRATOR- EMPLOYMENT CONTRACT
DIRECTOR of FACILITIES & OPERATIONS

This Agreement, made and entered into this 19th day of August 2024, by and between the KENT INTERMEDIATE SCHOOL DISTRICT, hereinafter called the “School District,” and **Russell Bray**, hereinafter referred to as the “Administrator”

WITNESSETH:

It is agreed by and between the parties hereto as follows:

Term:

The School District hereby hires the Administrator and the Administrator agrees to work for School District for the balance of a one (1) year term commencing on July 1, 2024, and ending on June 30, 2025, subject to the further provisions of this Agreement. The Administrator agrees to a 260 work day calendar, prorated based on the actual start date. This Contract is subject to termination, layoff, and non-renewal.

Duties and Responsibilities:

The Administrator agrees to devote full professional time and attention to performing duties assigned pursuant to this Agreement. The School District may assign and reassign job duties and job titles to Administrator in the School District’s sole discretion. The Administrator agrees to serve the School District and perform assigned duties, and those set forth in the School Code of 1976, as revised, and to abide by all policies and decisions as established by the School District’s Board of Education (the “Board”). The Administrator agrees to faithfully serve and be regardful of the interests of the School District during the term of this Agreement and will undertake no other employment without the express written permission of the Board. The Administrator will perform all duties in accordance with the law and with such care and skill as is necessary to prevent injury to the property, good will, and interests of the School District.

Credentials and Assurances:

The Administrator agrees to meet and maintain all certification and continuing education requirements for the position assigned under the laws and regulations of the State of Michigan and the applicable regulations of the Michigan Department of Education, where required. If Administrator fails to do so at any time, this Contract shall automatically terminate and the Board shall have no further obligation hereunder. The Administrator warrants, represents and affirms to the School District:

- a. That the Administrator is competent to perform the duties for which hired and possesses the requisite credentials, skills and knowledge to effectively do so;
- b. As a condition of continued employment, the Administrator agrees to file with the Office of Human Resources a statement of not having been convicted of any crime identified within the Michigan Revised School Code as disqualifying to employment, and that there has been no unprofessional conduct pursuant to PA 189 of 1996. Administrator agrees to promptly report any pending criminal charges as required by the Michigan Revised School Code while under contract.
- c. That Administrator will not acquire any interests or conflicts of interest adverse to that of the School District.

Compensation:

The School District shall provide the Administrator with the following compensation for the term of the contract:

- a) **Salary:**
For the 2024-25 school year, the School District shall pay the Administrator a base salary of \$129,232 in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1-June 30). *If less than a full year is worked, the salary shall be prorated based upon the number of per diem actual contract days worked.*

- b) **Holidays:** Administrator is entitled to the following holidays for which no service to the School District is required:
July 4th, Labor Day, Thanksgiving, Friday following Thanksgiving, December 24th, 25th and 30th, New Year's Day and Memorial Day. *Ref: Non-Union Professional Handbook*

Subject to and in accordance with generally applicable limits and other restrictions imposed by law, the Administrator, out of the compensation provided under this, may arrange for elective pre-income tax salary reduction contributions to a tax sheltered annuity and/or 457 arrangement under Internal Revenue Code section 403(b). The School District will make such arrangements available to the Administrator in accordance with applicable law.

Insurance Benefits:

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make benefit cost payments, as specified below, on behalf of Administrator and his/her eligible dependents for enrollment in the medical, dental, vision, term life insurance, disability insurances, and other fringe benefit programs. The Board may substitute or modify these programs from time to time as applicable to the Administrator and other School District Administrators. Medical benefits are subject to Michigan Public Act 152. The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the above benefits.

Sick Leave:

The Administrator will be provided 12 sick leave days per year. Sick leave may only be used for illness, disability, and doctor appointments/medical procedures that cannot be scheduled outside of the regular work day. Sick leave shall be prorated for less than full contract year hires. There is no compensation for unused sick leave.

Vacation

The School District will provide the Administrator 25.5 vacation days per year. Vacation leave shall be prorated for less than full contract year hires. Unused vacation days may not accumulate beyond the 18th month from the date awarded. Unused vacation days add to the Administrator's accumulated sick leave.

Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Superintendent or his/her designee.

Reimbursed Expenses:

The Administrator shall be reimbursed for reasonable and necessary expenditures pre-approved by the Superintendent or designee, including for travel, meals, mileage, conferences, and workshops held in the State of Michigan and national conferences pre-approved by the Board, which expenditures are incurred in acting on the business of the School District. Such expenditures will be reimbursed upon presentation by the Administrator of an itemized and detailed accounting of such expenditures and receipts relating thereto in the form customarily required by the Board and in conformity with the applicable rules and regulations of the Internal Revenue Service.

Continuing Education and Professional Membership:

Subject to prior approval and evidence of successful completion, the Administrator may be reimbursed for up to nine graduate credits from an accredited college or university for courses pertaining the duties and responsibilities of the Administrator. The per credit reimbursement shall not exceed the average graduate per credit cost of Michigan's public universities in that year. *Ref: Non-Union Professional Employee Handbook*

Subject to express approval by the Board, the reasonable fees or dues for membership in appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Board or Superintendent, the Administrator may attend appropriate professional meetings or conferences at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself/herself in relation thereto not prepaid by the Board.

Longevity

Administrators successfully completing 10 years of employment as an administrator at Kent ISD shall at the time of separation receive a one-time payment of \$10,000 into a 403b account. Eligibility may also apply at separation after 15 years of continuous service to Kent ISD.

Evaluation:

Administrator's performance shall be evaluated by the Superintendent (or his/her designee) using multiple rating categories that take into account data on student growth to the extent required by Section 1249 and 1249 of the Revised School Code (or its successor provision) and performance to the extent required by Section 1250 of the Revised School Code (or its successor provision). The assessment of the Administrator shall include, but is not limited to, such criteria as mandated by governmental agencies for personnel holding the same or similar positions as the Administrator. Administrators not responsible for supervision of instruction may be evaluated with an alternative evaluation tool determined by the School District.

No Tenure:

The Administrator agrees that s/he shall not be deemed to be granted continuing tenure in such capacity as the Administrator of the School District, and in no event shall the failure of the School District to continue or re-employ in any capacity be deemed a discharge or demotion within the provisions of Act 4, Michigan Public Acts of 1937, Extra Session, as amended. Nor shall the decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than

as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

Medical Examinations:

That Administrator agrees to submit to such comprehensive medical and/or mental examinations by a Board-approved physician, hospital, or clinic, supply such information and execute such documents as may be required by any underwriter, policyholder, or third-party administrator providing insurance programs specified under this Contract. Additionally, when, in the Superintendent's judgment, the Administrator shall authorize the release of medical information and/or participate in a medical examination that is necessary to determine if he can perform the essential job duties of his position with or without an accommodation, or to determine reasonable accommodations necessary to permit him to perform the essential job duties, or when such examination is otherwise job-related, consistent with business necessity and in accordance with the applicable law. The cost of the physical and/or mental examination shall be borne by the School District and the Administrator shall sign such medical release forms, and other documents, which are necessary to permit the Superintendent to receive a report limited to the results of the examination(s) for the purposes provided for in this paragraph. The Board agrees that any such reports and their contents shall remain confidential and not disseminated unless a broader disclosure is required by applicable law.

Errors and Omissions Insurance:

The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than two million dollars (\$2,000,000). The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCL 691.1408 and MCL 380.11a(3)(d).

Termination

The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that Administrator has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, if Administrator materially breaches the terms and conditions of this Contract, or for other causes that are not arbitrary or capricious.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

In the event that the Board undertakes to dismiss Administrator during the term of this Contract, he/she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

Limitations Period:

Employee agrees that any claim or suit arising out of Employee's employment with the School District must be filed no more than six months after the date of the employment action that is the subject of the claim or suit. Employee understands that the statute of limitations for claims arising out of an employment

action may be longer than six months but agrees to be bound by the six-month period of limitations pursuant to this section and waives any statute of limitations to the contrary. It is the intent of the Parties that any court of competent jurisdiction will enforce this section to the maximum extent permitted by law.

Complete Agreement:

This Agreement contains the entire agreement of the parties hereto, and may not be altered, modified, or rescinded by any prior or contemporaneous statement or understanding of either such party, or any person on their behalf; this Agreement may be amended, modified, rescinded, or otherwise altered during its term only by an express written "Modification," denominated as such, and signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ADMINISTRATOR

KENT INTERMEDIATE SCHOOL DISTRICT

by: _____
Superintendent

And: _____
Board President

cc: Personnel File