

PINCONNING AREA SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT
SUPERINTENDENT OF SCHOOLS

This Contract of Employment, hereinafter “Contract”, is entered into this 9th day of June, 2025 by and between the Board of Education of the Pinconning Area School District, hereinafter “Board” and **Andrew J Kowalczyk**, hereinafter “Superintendent”, according to the terms and conditions hereinafter set forth:

1. CONTRACT AND RENEWAL -

This Agreement shall commence on July 1, 2025 and continue through June 30, 2028. If an “Effective” rating is earned at the yearly evaluation, this Agreement shall automatically renew for the 2028-2029 academic year with a 2.5% salary increase, contingent upon the Superintendent receiving an evaluation rating of “Effective” or higher. Prior to the July 2028 contract period, the contract will be open for negotiation for the 2028-2029 academic year.

2. DUTIES AND RESPONSIBILITIES

Superintendent shall competently perform the duties and responsibilities of the position of Superintendent of Schools as required by law and as established, modified or amended by the Board and shall implement the Board’s education program and policies during the entire term of this Contract. Superintendent represents that he is duly and legally qualified to perform the duties of the position of Superintendent of Schools and will possess and maintain such qualifications at all times during the term of this Contract.

Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position of Superintendent of Schools as required and assigned. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District for which he/she is responsible during the entire term of this Contract. Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility.

3. QUALIFICATIONS

Superintendent represents that he holds all certificates and credentials, or appropriate waivers or permits, required by law (including Department of Education regulations) and by the Board to serve in the position assigned. This Contract shall not be valid unless Superintendent shall maintain such qualifications. The Contract shall terminate if Superintendent shall at any time fail to possess and maintain any such qualifications and the Board shall have no further obligations hereunder.

4. **TENURE EXCLUSIONS**

Superintendent is hereby expressly excluded from acquiring tenure in the position of Superintendent or any other administrative positions to which he may be assigned and shall not have tenure in any capacity other than that of a classroom teacher as may be conferred by operation of law in accordance with the provisions of the Michigan Teacher Tenure Act, MCL 38.71, et seq.

5. **EVALUATION**

Annually, but no later than the last day of December of each year during this Contract's term, the Board shall evaluate the Superintendent as required by MCL 380.1249 and MCL 380.1249b, or as otherwise required by applicable law, using an evaluation instrument with multiple rating categories and in compliance with the above laws. Upon completion of the formal evaluation, the Board shall review same with the Superintendent and shall consider and act upon a one-year extension of this Contract at the same Board meeting at which the evaluation is formally approved.

6. **RESIDENCY**

During the term of this Contract, Superintendent shall, establish and thereafter maintain his personal and family residence within twenty (20) miles from the nearest School District geographical boundary of the Pinconning Area Schools as permitted by law. Failure to establish and/or maintain such residency will be deemed to be sufficient cause for termination of this Contract. This residency requirement may be adjusted to conform to any subsequent residency requirements permitted by any change in law.

7. **COMPENSATION**

| | |
|-----------|-----------|
| 2025-2026 | \$145,000 |
| 2026-2027 | \$152,500 |
| 2027-2028 | \$157,500 |

The Board retains the right to review and adjust this annual salary rate if agreed by both parties, but such adjustments shall not reduce the annual compensation below the previous year's salary rate as specified. In accordance with 380.1250 of the revised school code, Superintendents' job performance and job accomplishments will be significant factors in determining any adjustment to compensation. Any adjustment in salary made during the life of this Contract shall be made in the form of an amendment and shall become part of this Contract, but it shall not thereby be considered that the Board has entered into a new Contract with the Superintendent nor that the termination date of the existing Contract has been thereby extended.

8. **WORK YEAR**

Superintendent work year shall be on 260 total work days less Holidays and PTO (paid time off) days

9. **BENEFITS**

The Board shall provide the Superintendent with the following benefits:

(1) **HEALTH INSURANCE**

The health insurance provided to Superintendent and his immediate family shall be full family health care protection substantially comparable to BCBS health care, or the health insurance coverage provided to other District administrators at the date of execution of this agreement. If the School District desires to change the health insurance and if permitted by the carrier, the Superintendent shall have the option of retaining the health insurance in effect at the date this agreement was executed. Provided, however, the Superintendent shall be obligated to pay any difference in costs. NOTE: The School District will furnish the normal full-family negotiated Contract for health insurance. However, should the Superintendent require at "At Risk Policy" the School District will pay the normal monthly rate of the negotiated health insurance policy; said Superintendent will be responsible for any difference in premium.

The Superintendent agrees that the board has the right to allocate to him a portion of the health insurance costs and premiums for the products specified above, as determined by the Board. The contributions required of the Superintendent shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The Board will notify the Superintendent of the amounts for which he is responsible in excess of the Board-contributed medical benefits plan costs and premiums. To the extent the health insurance costs and premiums exceed the amount of the Board's contributions, the Superintendent hereby authorizes payroll deduction for all health insurance costs and premium amounts required to maintain enrollment.

The Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by any company or companies providing insurance coverage as hereinbefore provided. The Board may request release of any medical information necessary to determine if the Superintendent is capable of performing the duties required by the position, and if necessary, the Superintendent agrees to undergo a medical examination by a physician and that, upon such examination, a statement certifying the physical competence of the Superintendent and signed by such physician shall be filed with the Secretary of the Board and regarded as confidential information by the Board. The Board shall pay the actual reasonable costs for said physical examination if requested.

The terms of any Contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance. The School District, by payment of the premium payments required to provide the above-described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

(2) **FULL FAMILY DENTAL INSURANCE**

Coverage will be equal to the dental insurance coverage provided at the date of execution of this agreement. Any additional options offered by insurance carriers will be available on an optional basis at the Superintendent's expense.

(3) FULL FAMILY VISION CARE

Coverage will be equal to the vision insurance coverage provided at the date of execution of this agreement.

(4) TERM LIFE INSURANCE

Term life insurance including accidental death and dismemberment benefits in the amount of 1.5 times annual salary & not to exceed \$175,000.

(5) LONG-TERM DISABILITY INSURANCE

The long-term disability insurance provided by the District will be equal to 60% of annual salary up to \$4,000 of monthly earnings. This insurance begins after a waiting period of 90 calendar day modified fill of which the person insured would have been expected to perform his normal duties.

(6) EXTRA HOURS CREDIT

The Board shall reimburse the Superintendent or directly pay the reasonable cost of each semester or quarter academic credit for approved hours beyond a Master's Degree. All hours shall be approved by the Board prior to taking the course.

(7) ANNUITY

The School District shall pay annually in November to a Section 403(B) annuity benefit, as designated by the Superintendent for the entire term of this agreement, as follows:

2025-2026 \$8,000
2026-2027 \$9,000
2027-2028 \$10,000

(8) HOLIDAYS

The Superintendent is entitled to holidays for which no service to the School District is required. Holidays Include: Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Day Before Christmas, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day

(9) PTO DAYS

During the continuance of this agreement, the Superintendent shall be entitled to 25 Personal Time Off (PTO) Days per fiscal year. If not completely used during the school year, the District will pay 75% of the daily salary for unused days. Payment will be made the first pay of August following the school year completion, or on a pro-rated basis upon termination of the Contract.

In addition, the Superintendent shall receive 20 sick days annually. Up to 5 unused sick days may be carried over to a sick bank. The maximum allowable balance in the sick bank is capped at 40 days. Any sick bank days exceeding this cap will be managed in accordance with the existing buyout policy. At the end of each fiscal year, any unused sick days beyond the permissible carryover will also be eligible for buyout in accordance with established practices.

(10) LEAVE AND RELEASED TIME

Subject to notice to the Board President, the Superintendent shall be provided with up to five (5) days release time per year for such things as emergencies, personal/family illness or death in the family if all PTO days have been used. If called for jury duty, the stipend received will be turned over to the School District, and normal daily rate will be received.

(11) MEETINGS, CONFERENCES, MEMBERSHIPS, COURSES & WORKSHOPS

With prior School District approval the Superintendent may, subject to the procedures and policies of the School District as amended, attend appropriate professional meetings, conferences, workshops, hearings, or speaking engagements at the local, state, and national level on behalf of the School District which may require the Superintendent to be absent from the School District during normal work hours or days. Reasonable expenses incurred while attending meetings, conference, or workshops as a representative or agent of the School District will be paid directly by the School District or will be reimbursed to the Superintendent upon presentation of an itemized accounting of such expenses as a condition precedent to reimbursement. Attendance at out of state conferences, workshops and/or conventions and those requiring overnight travel shall be subject to prior Board approval. The Superintendent may attend other such conferences at his discretion. The School District may also pay membership dues for the Superintendent in state and national organizations. Additional educational memberships may be approved by the Board of Education. Tuition for the Superintendent in courses or workshops, if in the best interests of the School District and approved by the Board, shall be allowed.

10. PROFESSIONAL LIABILITY INSURANCE

The Board agrees to maintain errors and omissions insurance coverage for the Superintendent while engaged in the performance of his duties and responsibilities as Superintendent of Schools and while Superintendent is acting within the scope of his authority as Superintendent of Schools. The terms of the errors and omissions insurance policy shall be controlling regarding the defense and indemnification of the Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of the premium amounts for the errors and omissions insurance coverage.

11. TERMINATION OF CONTRACT

Superintendent may be discharged and this Contract terminated at any time during the term of this Contract for just cause. Superintendent shall be entitled to written notice of charges and a hearing before the Board on said cause or causes. Superintendent shall have the right to representation by legal counsel of his choice at his expense. The hearing shall be public or

private at the request of the Superintendent. In the event a hearing is held, Superintendent shall be provided a written decision describing the results of the meeting.

The Board shall be entitled to terminate the Superintendent's employment during the term of this Contract in the event of the Superintendent's inability to perform his duties due to mental or physical disability for a period of ninety (90) consecutive days or more following use of available PTO days.

The foregoing standards and procedures for termination of this Contract during its term shall not be applicable to a decision by the Board not to renew or extend this Contract at the expiration of its term, which decision is at the discretion of the Board.

12. **TERMINATION UPON EXPIRATION OF CONTRACT**

The Board, in its sole discretion, and with or without cause, may act to not renew this Contract beyond its stated expiration date. Unless the Board of Education gives written notice of non-renewal of this Contract to the Superintendent at least ninety (90) days before the stated termination date, the terms of this Contract will be extended for one additional year beyond its stated termination date by operation of law, in accordance with the requirements of Section 1229(1) of the Revised School Code, MCL 380.1229 (1). The Superintendent shall advise the Board of this obligation during the month of January prior to the stated termination date of this Contract.

13. **ENTIRE CONTRACT AND UNDERSTANDING**

This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no representations, promises, Contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of Superintendent by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by the Superintendent and the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at any time.

14. **SEVERABILITY OF PROVISIONS**

If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect in all other respects without said provision(s). If any of the terms of this Contract are determined not to be legally enforceable as written, the provision will be enforced to the extent allowed by law.

15. **ACKNOWLEDGEMENT**

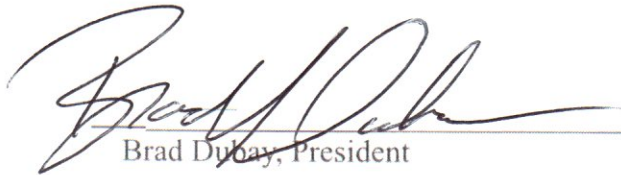
Each party acknowledges that they have read this Contract and agree to the terms and conditions herein contained.

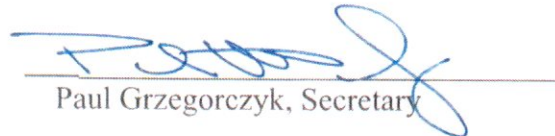
16. **EXECUTION OF CONTRACT**

This Contract is executed by the Board on behalf of the Pinconning Area Schools pursuant to the authority granted and contained in the minutes of the Board adopted on June 9, 2025, the same being incorporated herein by reference.

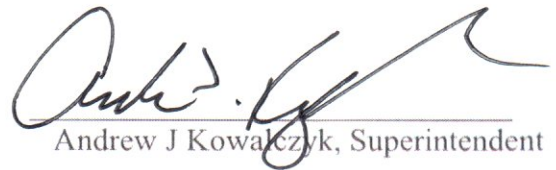
IN WITNESS WHEREOF, the parties hereto have duly executed this Contract of Employment this 9th day of June, 2025 by affixing their signatures personally or by authorized representatives as follows:

**BY: THE BOARD OF EDUCATION
PINCONNING AREA SCHOOLS**


Brad Dubay, President


Paul Grzegorzczuk, Secretary

**BY: SUPERINTENDENT
PINCONNING AREA SCHOOLS**


Andrew J Kowalczyk, Superintendent