

**Independent School District 2172-Kenyon-Wanamingo  
Superintendent Contract (.5 FTE)  
July 1, 2025-June 30, 2027**

**ARTICLE I  
PURPOSE**

This Contract is entered into between Independent School District No.2172, Kenyon-Wanamingo, Minnesota, hereinafter referred to as the School District, and Patrick Heiderscheit, hereinafter referred to as the Superintendent a legally qualified and licensed superintendent who agrees to perform the duties of Superintendent of the School District.

**ARTICLE II  
APPLICABLE STATUTE**

This Contract is entered into between the School District and the Superintendent in conformance with M.S. 123B.143.

**ARTICLE III  
LICENSE**

The Superintendent shall furnish the School Board, throughout the life of this Contract, a valid and appropriate license to act as superintendent in the State of Minnesota as provided by applicable laws, rules, and regulations.

**ARTICLE IV  
DURATION, EXPIRATION, TERMINATION DURING THE TERM,  
MUTUAL CONSENT, AND CONTINGENCY**

Section 1. Duration: This Contract is for a term of two years commencing on July 1, 2025 and ending June 30, 2027. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Superintendent or unless terminated as provided in this Contract.

Section 2. Expiration: This Contract shall expire at the end of the term specified in Section 1. above. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Superintendent shall cease, unless a subsequent Contract is entered into in accordance with M.S. 123B.143, Subd. 1.

Section 3. Termination During the Term: The Superintendent's employment may be terminated during the term of this Contract only for cause as defined in M.S. 122A.40, Subd. 9. and Subd. 13., but, except for purposes of describing grounds for discharge, the provisions of M.S. 122A.40 shall not be applicable. If the School Board proposes to terminate the Superintendent during the term of this Contract for cause as described in M.S. 122A.40, Subd. 9. or Subd. 13.,

it shall notify the Superintendent in writing of the proposed grounds for termination. The Superintendent shall be entitled to a hearing before an arbitrator provided the Superintendent makes such a request in writing to the School Board Chair within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such an event, the parties shall jointly petition the Minnesota Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the striking process as provided by BMS rules. The arbitrator shall conduct a hearing under arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding on the parties, subject to judicial review of arbitration decisions as provided by law. The Superintendent may be suspended with pay pending final determination by the arbitrator. If the Superintendent fails to request a hearing as provided in this section within the fifteen (15)-day calendar period, he/she shall be deemed to have acquiesced to the School Board's proposed action, and the proposed action shall become final on such date as determined by the School Board, and the Superintendent shall have no further claim or recourse.

Section 4. Mutual Consent: This Contract may be terminated at any time by mutual consent of the School Board and the Superintendent.

Section 5. Contingency: If this Contract is a subsequent Contract entered into prior to the completion of an existing Contract, this subsequent Contract is contingent upon the Superintendent completing the terms of the existing Contract.

## **ARTICLE V DUTIES**

Section 1. Superintendent Duties: The Superintendent shall have charge of the administration of the schools under the direction of the School Board. The Superintendent shall be the chief executive officer of the School District; shall direct and assign teachers and other School District employees under the Superintendent's supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the School District subject to the approval of the School Board; shall select all personnel subject to the approval of the School Board; shall, from time to time, suggest policies, regulations, rules, and procedures deemed necessary for the School District; and, in general, perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the School Board from time to time. The Superintendent shall abide by the policies, regulations, rules, and procedures established by the School Board and the State of Minnesota. The Superintendent shall have the right to attend all School Board meetings and all School Board and citizen committee meetings, serve as an ex-officio member of the School Board and all School Board committees, and provide administrative recommendations on each item of business considered by each of these groups.

## **ARTICLE VI**

### **DUTY YEAR AND LEAVES OF ABSENCE**

Section 1. Basic Work Year: The duty year shall be for the entire-twelve (12) month Contract year, and the Superintendent shall perform duties on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. The Superintendent shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

Section 2. Vacation: The Superintendent shall earn 10 days of annual paid vacation each Contract year. Upon voluntary termination of employment or expiration of the Contract, if not offered a subsequent Contract, the Superintendent shall be entitled to payment for any unused vacation days earned and accrued pursuant to the provisions of this section. Five (5) unused vacation days may be carried over into the next contract year. An additional five (5) unused vacations days may be paid out at the daily rate of pay at the end of each contract year.

Section 3. Sick Leave: The Superintendent shall earn paid sick leave at the rate of 10 day(s) of annual paid sick leave each contract year. Unused sick leave may accumulate to a maximum of 220 days. No sick leave will be paid out at the end of this contract. Sick leave use is defined in MN Statute 181.9447 and meets or exceeds earned sick and safe time requirements.

Section 4. Workers' Compensation: Pursuant to M.S. Chapter 176, the Superintendent injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 5. Bereavement Leave: Bereavement days shall be deducted from sick leave. The total number of bereavement days deducted from sick leave shall not surpass the annual number of sick leave days accrued per year (10) without prior approval of the school board.

Section 6. Emergency Leave: The Superintendent may be granted paid emergency leave at the discretion of the School Board.

Section 7. Jury Service: The Superintendent who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 8. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 9. Medical Leave: Pursuant to M.S. 122A.40, Subd. 12., the Superintendent shall have a right to a leave of absence for health reasons.

## **ARTICLE VII INSURANCE**

Section 1. Health Insurance: The District shall contribute a sum of not to exceed \$0 per year toward insurance premiums for coverage for each superintendent employed by the School District who qualifies for and is enrolled in the School District's group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 2. Contribution to a Qualifying Health Account: Any remaining balance of the sum contributed to health insurance or if insurance is not utilized by the Superintendent, shall be applied toward a Qualifying Health Account or can be used towards dental or vision premiums. These funds will continue to accrue in the qualifying account throughout the duration of employment by the District. The contribution to the account shall be made by September 30 of each year. The district will contribute to an HSA account for the superintendent the sum of \$1700 for the contract year 2025-2026 and \$2500 for the contract year 2026-2027.

Section 3. Life Insurance: The School District shall provide, at its own expense, life insurance for the Superintendent under the School District's group term life insurance plan in the amount of \$100,000 payable to the Superintendent's named beneficiary(ies).

Section 4. Long Term Disability Insurance: The School District shall provide long term disability insurance for the Superintendent through its group long term disability policy.

Section 5. Claims Against The School District: The parties agree that any description of insurance benefits contained in this section are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to therein. There will be no claim made against the School District as a result of a denial of insurance benefits by insurance carriers.

## **ARTICLE VIII OTHER BENEFITS**

Section 1. Vehicle: The School District shall compensate the Superintendent for business use of his/her private vehicle at the current rate established by the IRS each calendar year, pursuant to M.S. 471.665, Subd. 1.

Section 2. Conferences and Meetings: The School District shall pay all legally valid expenses and fees for the Superintendent's attendance at professional conferences and meetings with other educational agencies when such attendance is required, directed, or permitted by the School Board. The Superintendent shall periodically report to the School Board relative to all meetings and conferences attended. The Superintendent shall file itemized expense statements to be processed and approved as provided by School Board policy and law.

Section 3. Tax Sheltered Annuity: The Superintendent will be eligible to participate in a tax sheltered annuity through payroll deductions established pursuant to section 403(b) of the Internal Revenue Code and as allowed by Minnesota Statutes, section 123B.02, subd. 15. The School District will contribute \$0 subject to applicable legal limitations on such contributions.

Section 4. Event Supervision: The Superintendent will be paid the amount on Schedule C in the Master Teacher Agreement for event supervision for only events they are assigned supervisory duties.

## **ARTICLE IX SALARY**

The .5 FTE Superintendent shall be paid an annual salary of \$75,050 for the 2025-2026 contract year, \$74,400 for the 2026-2027 contract year. During the term of this contract, the annual salary may be modified but shall not be reduced. The annual salary shall be paid in 24 equal installments during the contract year. If additional days are needed, and approved by the board chair, a daily rate of pay shall be rendered.

## **ARTICLE X EVALUATE PERFORMANCE**

The School Board shall oversee, direct, and evaluate the Superintendent's performance as the School Board sees fit.

## **ARTICLE XI OTHER PROVISIONS**

Section 1. Outside Activities: While the Superintendent shall devote time and due diligence to the affairs and the activities of the School District, he/she may also serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if, as solely determined by the School Board, such activities do not impede the Superintendent's ability to perform the duties of the superintendency.

Section 2. Indemnification and Provision of Counsel: In the event that an action is brought or a claim is made against the Superintendent arising out of or in connection with his/her employment and the Superintendent is acting within the scope of employment or official duties,

the School District shall defend and indemnify the Superintendent to the extent provided by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District in this regard shall be subject to the limitations as provided in M.S. Chapter 466.

Section 3. Dues: The Superintendent is encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues for such organizations as are required, directed, or permitted by the School Board. The Superintendent shall present appropriate statements for approval as provided by law.

## **ARTICLE XII SEVERABILITY**

The provisions of this Contract shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Contract or the application of any provision thereof.

## **SIGNATURE**

IN WITNESS WHEREOF, the parties have executed this agreement as follows:

For Superintendent:

For District:

\_\_\_\_\_ Superintendent

\_\_\_\_\_ Board Chair

\_\_\_\_\_ Board Clerk

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.