Preschool, School Readiness, School Readiness Plus, and Prekindergarten Instructor Contract between South Koochiching Rainy-River Independent School District and Kaylee Fisher

Background Information:

The language in this article is designed for preschool, school readiness, school readiness plus, and prekindergarten instructors. Currently, many of these positions are not required to have a teaching license issued by the state department (i.e., the Professional Educator Licensing Standards Board (PELSB)). Therefore, these individuals do not fall within the definition of "teacher" in Minnesota Statutes, section 122A.40, subdivision 1 or Minnesota Statutes, section 122A.41, subdivision 1. This point is relevant regarding the application of both continuing contract/tenure status and for placement on unrequested leave of absence (ULA) for which individuals in these positions do not qualify. Individuals in these positions will qualify for continuing contract/tenure status and, thus, placement on ULA as of July 1, 2028, pursuant to Minnesota Statutes, section 122A.261. Language relative to their continuing contract/tenure status will need to be re-evaluated at that time.

Although preschool, school readiness, school readiness plus, and prekindergarten instructors currently are not required to hold a teaching license for their positions by law, they are now permitted to be part of the appropriate unit of teachers and covered by the Master Agreement, effective July 1, 2023, unless these positions already were included in a different certified bargaining unit before January 1, 2023. If they currently belong to a certified bargaining unit, they remain in that unit until such time as the exclusive representative files with the Bureau of Mediation Services (BMS) a petition for unit clarification or to transfer exclusive representation status to the teacher bargaining unit.

Therefore, this document is designed to be incorporated into the Master Agreement in those instances where these positions do not belong to another certified bargaining unit or where the BMS issued an order transferring these positions into the teacher bargaining unit from the current unit. School districts should identify the articles in the Master Agreement that apply to preschool, school readiness, school readiness plus, and prekindergarten instructors and those that do not as suggested in this document.

Again, preschool, school readiness, school readiness plus, and prekindergarten instructors do not acquire continuing contract rights nor rights to bump pursuant to ULA. There also is no requirement that these positions be included in the same salary schedule as the teachers.

Section 1. Statutory Considerations: Pursuant to Minnesota Statutes, section 179A.03, subdivision 18, preschool, school readiness, school readiness plus, and prekindergarten instructors fall within the definition of "teacher" for purposes of PERLA and are included within the teachers' appropriate unit. However, because these instructors are not required to hold a license issued by the state department, they do not fall within the definition of a "teacher" for purposes of Minnesota Statutes, section 122A.40, subdivision 1 and, therefore, do not attain the rights to continuing contract/tenure status nor rights to bump pursuant to unrequested leave of absence (ULA).

Section 2. Probationary Period: Time spent as a preschool, school readiness, school readiness plus, or prekindergarten instructor does not count toward the individual's probationary period or potential future probationary period pursuant to Minnesota Statutes, sections 122A.40 and 122A.261. A preschool, school readiness, school readiness plus, or prekindergarten instructor shall serve a probationary period of 180 working days of consecutive service in the School District, during that time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline the instructor.

Instructors who met this probationary period prior to July 1, 2023, shall not be required to serve a new probationary period. During this probationary period, the instructor shall have no recourse to the grievance procedure as far as suspension, discharge for cause, or other discipline is concerned. However, a probationary instructor shall have the right to bring a grievance regarding any other provisions of the Master Agreement alleged to have been violated.

Section 3. Lay Off: Preschool, school readiness, school readiness plus, and prekindergarten instructors may be laid off at the School District's discretion at any time based on the needs of the School District's programs.

Section 4. Discipline: The School District shall have the right to impose discipline on preschool, school readiness, school readiness plus, and prekindergarten instructors for just cause. Discipline shall consist of an oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. The School District reserves the right to impose discipline at any level as it determines based upon the circumstances surrounding the action. A conference between the instructor and instructor's supervisor shall be held prior to the imposition of a written reprimand, suspension without pay, or discharge. An oral or written reprimand may be grieved up to Level III of the grievance procedure but may not be carried to arbitration.

Section 5. Hours of Service, Duty Day, Duty Week, and Duty Year: The hours of service, duty day, duty week, and duty year for preschool, school readiness, school readiness plus, and prekindergarten instructors shall be as assigned by the School District and may be modified from time to time based upon the needs of the School District's programs.

Section 6. Compensation: Preschool, school readiness, school readiness plus, and prekindergarten instructors shall be compensated pursuant to the specific preschool, school readiness, school readiness plus, and prekindergarten contract, or such other method as the parties may agree to in writing and shall not be entitled to compensation on the regular teacher salary schedule.

The purpose of this agreement is to set forth the basic agreement covering rate of pay, hours of work, and conditions of employment. **This position is uniquely independent of any other School District work group or organized union and this agreement is solely between ISD #363 and Kaylee Fisher.**

I. Period of Time Covered by this Agreement

This contract is for one year beginning August 19, 2025 and terminating on May 26, 2026. The Prekindergarten teacher shall work on days school is in session for the licensed staff plus a total of three additional duty days as assigned and to be determined by the District. These 3 additional days may be assigned prior to or after the contract start date. During the school year, the Prekindergarten teacher's workday shall begin at 8:00 AM and end at 3:45 PM.

II. Supervision:

The immediate supervisor of the Prekindergarten teacher shall be the Northome School Principal. The District Superintendent will also have responsibilities associated with the supervision of this position.

III. Job Duties Summary:

- As part of a teaching team, provide age appropriate environment, schedule, and lesson plans for the classroom consistent with the Creative Curriculum and TS Gold.
- Develop routines and transitions so that they occur in a timely and predictable manner according to each child's needs.
- Train and mentor classroom staff and volunteers to ensure a smooth running classroom environment.
- As a member of a collaborative team, work in cooperation with other staff and volunteers, to present a united effort for providing services as necessary.

Area 2: Learning Environment

- Provide a learning environment that is both developmentally and linguistically appropriate.
- Provide a safe learning environment that is inclusive of children with disabilities and will allow for balances of child initiated and adult-directed activities including time for both small and large group activities
- Implement Age Appropriate curriculum into weekly lessons and groups.
- Write individual lesson plans based on gathered information and update regularly with parent/guardian input.
- Ensure that a variety of strategies to promote and support children's learning and developmental progress are based on observations and ongoing assessments.

Area 3: Support of Families

- Invite parents to become integrally involved in the development of the program's curriculum and approach to child development and education.
- Work with parents to strengthen the family's knowledge of child development. Include how children grow and learn; plan and conduct child educational activities with the parents, which will meet the child's intellectual, physical, emotional, and social needs.

- Assist parents/guardians in strengthening the family's knowledge of health and nutrition.
- Recruit parent and community volunteers to assist in the classroom.
- Assist with the recruitment and support of parents and the recruitment and enrollment process of the Mini-Mustang Preschool Program.
- As a member of ISD #363, work in conjunction with staff in the planning and implementation of Family Events.

Area 4: Program Compliance

- Work to maintain a minimum of 85% classroom attendance with students enrolled and provide follow-up and documentation of students not attending the classroom.
- Complete all assessments (IGDI's, PNI, CSP, and TS GOLD) three times a year, plan for children with this information, and conduct ongoing monitoring of children based on assessment results.
- Enter TS Gold observations of individual children on-line three times yearly as directed. Use reports generated to share with parents and determine individual children's needs within the classroom.
- Submit paperwork on a regular basis as advised by supervisor, but without supervisory reminders.
- Attend and participate in all meetings and/or training sessions assigned by ISD #363..

Area 5: Health & Safety

- Ensure that all health and safety procedures are followed including methods for handling cases of suspected abuse or neglect.
- Ensure that staff and volunteers can demonstrate safe and appropriate practices.
- Complete daily health checks.
- Ensure that all mandated safety drills are performed and documented.
- Observe and view all areas of the classroom and react appropriately and immediately in the event of an emergency, including by evacuating children from the room if necessary.
- Use independent judgment in making appropriate referrals. Consult with the building principal on clarification or interpretation of program policies that are involved.

IV. Benefits:

1. Health and Hospitalization Insurance Coverage Same as the SKRR Licensed Staff Contract

2. Life Insurance

Same as Licensed Staff Contract

3. Compensation for Expenses

Upon prior approval of the Superintendent and in connection to the assigned duties of this position, the Prekindergarten teacher will be compensated for such incurred expenses as mileage, meals and lodging at the rates set by the School Board.

4. Sick Leave Same as the SKRR Licensed Staff Contract

5. Personal Leave Same as the SKRR Licensed Staff Contract

6. Other Leaves The Prekindergarten teacher shall qualify for Jury Duty, Funeral Leave and Child Care Leave as found in the Licensed contract.

V. Rate of Pay:

1. Salary

The Prekindergarten teacher shall be paid based on an annual **2025-2026 salary of \$43,000**. The Prekindergarten teacher will be paid electronically except for the months of July, and August when paper checks may be issued, at the District's discretion for those teachers selecting Method 1. By the end of September of each year, one of the following two methods must be selected by each staff member. Method 1: Salary paid in twenty-four (24) equal payments on the fifteenth (15th) and thirtieth (30th) of each month. Method 2: Salary paid in nineteen (19) payments. The first eighteen (18) payments will be received on the same basis as described in Method 1, however, the nineteenth (19th) payment on June 15th will be a balloon payment covering any remaining amount of salary, minus any deductions from the school year just completed. If the fifteenth or thirtieth of any month falls on a Saturday, Sunday or holiday, payment will be made on the first following working day for the District's business manager.

2. Pay Deduction

Whenever pay deduction is made for a teacher's absence, the annual salary divided by the number of duty hours for the teacher in question shall be deducted for each hour's absence.

VI. Evaluation:

During the period of this agreement, the Prekindergarten teacher will be evaluated at least annually by the Superintendent or Principal.

VII. Entire Agreement and Modification:

The terms of this agreement constitutes the entire agreement and understanding between the School District and Employee. Neither party has relied on any oral or written promises or inducements in entering into this agreement. This agreement supersedes any and all prior oral or written agreements and understandings relating to the Employee's employment with the School District. This agreement may be modified or amended only by a written amendment signed by both parties.

VIII. Contract Termination:

This contract may be terminated by the Prekindergarten teacher at any time, with a one month written notice. This contract will be reviewed for renewal or nonrenewal at the end of the contract date.

The Prekindergarten teacher shall faithfully perform the services prescribed by the School Board whether or not such services are specifically described in this agreement, abide by the rules, regulations and policies as established by the School Board and the State of Minnesota. Failure to do so will be grounds for termination by the School District.

This agreement shall be effective only upon signature of the chairman and clerk of the School Board after authorization for such signature has been taken by the School Board with appropriate action recorded in its minutes.

Prekindergarten Teacher

Board Chairperson

Date

Date

Board Clerk

Date