

**MEMORANDUM OF AGREEMENT BETWEEN  
EDUCATION MINNESOTA LEWISTON-ALTURA AND  
INDEPENDENT SCHOOL DISTRICT #857 AND**

**last name  
REGARDING EMPLOYMENT AS A TEACHER ON SPECIAL ASSIGNMENT**

This Memorandum of Agreement (“MOA”) is entered into by and between the Education Minnesota Lewiston-Altura (“Union”) & full name (“last name”), and Independent School District No. 857, Lewiston-Altura (“District”).

WHEREAS, the Union and the District are parties to a Master Agreement governing the general terms and conditions of employment for teachers;

WHEREAS, the District needs to hire a temporary, up to 1.0 FTE Teacher on Special Assignment (“TOSA”) for the 2026-2027 school year;

WHEREAS, the Public Employee Labor Relations Act, Minnesota Statutes section 179A.03, subdivision 12, defines the terms “principal” and “assistant principal” to mean “any person so licensed by the commissioner of education who devotes more than 50 percent of the time to administrative or supervisory duties”; and

WHEREAS, last name currently holds a teaching license;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and agreements contained in this MOA, including the relinquishment of certain legal rights, the parties hereby agree as follows:

**Teacher on Special Assignment.** For the time period of date through date, the District will employ last name as a Teacher on Special Assignment (“TOSA”). This position has exempt status under the Fair Labor Standards Act. While serving in the capacity of a TOSA, last name will perform all duties as assigned by the District and the Superintendent. The District may terminate this MOA and last name special assignment at any time before date, with or without cause, by providing written notice to last name. If the District terminates this MOA and the special assignment before date, last name will be assigned to gender former position at Lewiston-Altura High School. At the end of his TOSA assignment of date, last name will be returned to his previous position at Lewiston-Altura High School. During gender TOSA assignment, last name will remain in the teachers' collective bargaining agreement and be governed by the laws of the State of Minnesota. While serving as a TOSA, last name will not be required to perform any of the supervisory duties listed in PELRA, Minnesota Statute section 179A.03, subdivision 17. These duties, in addition to any student suspensions or expulsions, will be performed by other district administrators.

**Waiver of Any Continuing Contract Right to an Administrative Position.** The parties agree that this MOA does not give rise to any new or additional rights for last name under the Continuing Contract Law, Minnesota Statutes section 122A.40. The parties further agree that upon termination of this MOA, last name will have no right under the Continuing Contract Law to claim any part of any principal position or any other administrative position. In the event that the parties are in error, last name hereby knowingly and voluntarily waives any right he may have under the Continuing Contract Law as a result of this MOA, including but not limited to the right to claim a principal position or any other administrative position. Upon termination of this MOA, last name will have no right to receive any salary or benefits that are not expressly provided under the teachers' CBA.

**Salary and Benefits.** Effective date, and through date, last name will be paid gender annual salary as defined by the Master Agreement plus five (5) additional days at gender daily rate of pay for five (5) additional calendar days of work. The District will make the applicable contributions and withholdings to the Teachers' Retirement Association ("TRA") for this additional salary. If last name TOSA position is discontinued prior to date, the extra pay will be discontinued on the day the TOSA position is discontinued. The Master Agreement between the District and the Union will govern the other general terms and conditions of last name employment during his TOSA assignment. Last name will retain and advance on the salary schedule and in seniority, as provided by the Master Agreement.

**Waiver.** last name and the Union hereby waive any right they may have, either individually or collectively, to file a grievance, request a hearing, or pursue any other action against the District regarding this MOA for any reason other than to enforce the terms of this MOA.

**No Precedent or Past Practice.** Nothing in this MOA shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the Master Agreement between the District and the Union. No party may submit this MOA in any proceeding as evidence of a precedent or practice.

**Equal Drafting.** In the event any party asserts that a provision of this MOA is ambiguous, this MOA must be construed to have been drafted equally by the parties.

**Choice of Law and Severability.** This MOA is governed by the laws of the State of Minnesota. If a court determines that any part of this MOA is unenforceable, last name will immediately be assigned to gender former position at Lewiston-Altura High School and the terms and conditions of gender employment will then be governed by the teachers' collective bargaining agreement and/or the laws of the State of Minnesota.

**Renewal:** By March 1, 2027, the District will inform last name and the Union of its intent renew, modify, or not renew the TOSA position at the conclusion of the 2026-2027 school year. Should the position be renewed, a new MOA must be negotiated. If the TOSA position is not renewed, last name will be reassigned gender their previous position with the

District. Likewise, by March 1, 2027, last name will notify the District and the Union of gender of their intent to continue in the TOSA or to return to their previous position with the District

**Entire Agreement.** This MOA constitutes the entire agreement between the parties regarding the subject matter described herein. No party has relied upon any statements or promises that are not set forth in this document. This MOA controls to the extent that it conflicts with the terms of the Master Agreement. No changes to this MOA are valid unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this MOA on the dates shown below. By signing below, each party acknowledges that it has reviewed this MOA with a representative or legal counsel and that it understands and voluntarily agrees to be legally bound by all terms of the MOA.

**EMPLOYEE:**

\_\_\_\_\_  
Name of Employee

\_\_\_\_\_  
Date

**AUTHORIZED UNION REPRESENTATIVE:**

\_\_\_\_\_  
Matthew Wilmes

\_\_\_\_\_  
Date

**AUTHORIZED REPRESENTATIVE OF DISTRICT 857 ADMINISTRATOR:**

\_\_\_\_\_  
Gwen Porter

\_\_\_\_\_  
Date

**INDEPENDENT SCHOOL DISTRICT NO. 857:**

\_\_\_\_\_  
Brein Maki

\_\_\_\_\_  
Date