

**MEMORANDUM OF AGREEMENT BETWEEN  
EDUCATION MINNESOTA LEWISTON-ALTURA AND  
INDEPENDENT SCHOOL DISTRICT #857 AND  
KINSEY HORNBERG  
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”) & Kinsey Hornberg (“Hornberg”), 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, 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, Hornberg 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 08/25/2026 through 06/11/2027, the District will employ Hornberg 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, Hornberg will perform all duties as outlined in the job description and as assigned by the District and the Superintendent. The District may terminate this MOA and TOSA special assignment at any time, with or without cause, by providing written notice to Hornberg. If the District terminates this MOA and the special assignment, Hornberg will be assigned to her former position as a special education teacher at Lewiston-Altura High School. At the end of her TOSA assignment, Hornberg will be returned to her previous position as a special education teacher at Lewiston-Altura High School. During her TOSA assignment, Hornberg will remain in the teachers’ collective bargaining agreement and be governed by the laws of the State of Minnesota. While serving as a TOSA, Hornberg 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 Hornberg under the

Continuing Contract Law, Minnesota Statutes section 122A.40. The parties further agree that upon termination of this MOA, Hornberg 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, Hornberg hereby knowingly and voluntarily waives any right she may have under the Continuing Contract Law as a result of this MOA.

**Salary and Benefits.** Effective 08/25/2026, and through 06/11/2027, Hornberg will be paid her annual salary as defined by the Master Agreement, plus five (5) additional days at her 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 Hornberg's TOSA position is discontinued prior to 08/25/2026, 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 Hornberg's employment during her TOSA assignment. Hornberg will retain and advance on the salary schedule and in seniority, as provided by the Master Agreement.

**Waiver.** Hornberg 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, Hornberg will immediately be assigned to her former position as a special education teacher at Lewiston-Altura High School, and the terms and conditions of her employment will then be governed by the teachers' collective bargaining agreement and/or the laws of the State of Minnesota.

**Renewal:** By February 1, 2027, the District will inform Hornberg and the Union of its intent to 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 by March 1, 2027. If the TOSA position is not renewed for 2027-2028, Hornberg will be reassigned to her previous position as a special education teacher at Lewiston-Altura High. Likewise, by March 1, 2027, Hornberg will notify the District and the Union of her intent to continue in the TOSA or to return to her previous position as a special education teacher at Lewiston-Altura High School.

**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:**

  
Kinsey Hornberg

4/2/26  
Date

**AUTHORIZED UNION REPRESENTATIVE:**

  
Matthew Wilmes

4/2/26  
Date

**AUTHORIZED REPRESENTATIVE OF DISTRICT 857 ADMINISTRATOR:**

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

\_\_\_\_\_  
Date

**INDEPENDENT SCHOOL DISTRICT NO. 857:**

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

\_\_\_\_\_  
Date

