

MEMORANDUM OF AGREEMENT

Domestic Partner

This Memorandum of Agreement ("MOA") is entered into between Independent School District No. 347, Willmar Public Schools (hereafter "School District") and Education Minnesota-Willmar ("Union"). The District and the Union may each be referred to as a "Party" and collectively as the "Parties."

WHEREAS, the Union is the exclusive representative of licensed teachers and other instructional support staff ("teachers"), excluding administrators, employed by the District, and

WHEREAS, a ratified Master Agreement for 2021-2023 exists between the District and the Union and a 2023-2025 Master Agreement is being negotiated between the District and the Union; and

WHEREAS, the Parties would like to allow a teacher the ability to use sick leave and bereavement leave equal to that of a spouse for a domestic partner, registered with the district, and

NOW THEREFORE, the Parties hereby agree to the following:

1. Domestic Partner Form. A teacher and their domestic partner will complete the Domestic Partner Form and must provide evidence in at least two of the categories on the form. The form must be filed with the Director of Human Resources.
2. Term. This MOA will be incorporated into the 2023-2025 Master Agreement upon ratification of the Agreement.
3. No Precedent. Nothing in this MOA may be deemed to establish an interpretation of any provision in the Master Agreement, a precedent, or a practice or to alter any established interpretation, precedent, or practice arising out of or relating to the Master Agreement between the Union and the District. No party may submit this MOA in any proceeding as evidence of a contract interpretation, a precedent, or a practice, other than the enforcement of this Agreement.
4. Disagreements and Grievances. If any issues arise out of this MOA, the Parties shall discuss the issue in order to find an agreeable solution. If the Parties cannot come to an agreement following this discussion, then this MOA is subject to the grievance procedure in the Master Agreement.
5. Entire Agreement. This MOA constitutes the entire agreement between the Parties relating to this matter and replaces any prior or contemporaneous agreement, whether written or oral. Neither Party has relied on any statements or promises on this issue that are not set forth in this document. This MOA controls to the extent that it conflicts with the Master Agreement. No changes in this MOA are valid unless they are in writing and signed by all Parties.

6. Equal Drafting. In the event that any person asserts or concludes that a provision of this MOA is ambiguous, this MOA must be construed to have been drafted equally by the Parties.

By signing below, each Party specifically acknowledges that it has read, understands, and agrees to be legally bound by all the terms of this Memorandum of Agreement.

UNION


Representative

8/21/23
Date

SCHOOL DISTRICT


Board Chair

8/21/23
Date