

**MEMORANDUM OF AGREEMENT**  
**Re: Transition to Paid Time Off (PTO)**

The School Board of Independent School District No. 882, Monticello, Minnesota ("District"), enters into this Memorandum of Agreement with SEIU Local 284 representing Monticello Food Service Employees ("Association").

The District and the Association agree to transition to a Paid Time Off (PTO) model as follows:

1. **Initial Eighty (80) Hours Carryover:** Food Service employees with accrued leave time through June 30, 2024 will be allowed to carryover up to eighty (80) hours of leave time to begin the 2024-25 fiscal year. Beginning July 1, 2024, Food Service employees will be allowed to maintain more than the eighty (80) hours of PTO permitted within the master agreement so long as their PTO balance remains above eighty (80) hours; at such time as an employee's PTO balance is below eighty (80) hours, the eighty (80) hour limit as stated within the master agreement will take effect.
2. **Satisfaction of Article XV of the Master Agreement:** Food Service employees hired prior to July 1, 2006 who have accrued the required thirty (30) days of accrued sick leave and one (1) day for each year of service to the School District as of June 30, 2024 will be deemed to have met the maximum accrual for that benefit and will provided that benefit upon retirement in accordance with Article XV: Severance of the master agreement. Food Service employees hired prior to July 1, 2006 who have not yet accrued the thirty (30) days of accrued sick leave and one (1) day for each year of service to the School District as of June 30, 2024 will be deemed to have not yet met the maximum accrual for that benefit and will provided the opportunity to continue to accrue towards this benefit through the deduction of unused PTO annually on June 30; these employees will benefit upon retirement in accordance with Article XV: Severance of the master agreement. For purposes of continued accrual, the employee's full-time equivalent (FTE) as of June 30 annually shall be deemed to meet the definition of "day."
3. If any provision of this MoA is held to be invalid by operation of law, the remainder of the MoA shall not be affected thereby and shall remain in full force and effect.
4. 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 Association. No party may submit this MoA in any proceeding as evidence of a precedent or practice.
5. This MoA constitutes the entire agreement between the parties related to this matter. Neither party has relied on any statements or promises that are not set forth in this document. The 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.

**IN WITNESS THEREOF, the parties have executed this Agreement as follows:**

**FOR:  
FOOD SERVICE EMPLOYEES**

**FOR:  
INDEPENDENT SCHOOL DISTRICT #882**

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Sara Nyhus  
Field Representative, SEIU Local 284

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Kathy Ziebarth  
Chair, Board of Education

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Joann Swenson  
Steward, Food Service Employees

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Melissa Curtis  
Clerk, Board of Education

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Susan Tracey  
Steward, Food Service Employees