

This Memorandum of Agreement is entered into by and amongst the Board of Education of Minooka Consolidated School District No. 201, the Board of Education of Minooka Community High School District No. 111 ("Boards" or "School Districts") and the Minooka Elementary Transportation Association, Minooka Transportation Association, IEA-NEA ("Association(s)"), collectively referred to as the "Parties."

WHEREAS, there is currently a shortage of bus drivers both locally and nationally. Both School Districts are significantly short of drivers which has had a serious and significant impact on the School Districts' transportation operations, including but not limited to, combining routes, drivers circling back to do another route, long travel times for students, long wait times for students, and adjusting to earlier morning pick-up times. Students are getting to school earlier and getting home later which creates supervision issues.

WHEREAS, the School Districts have identified that through changes in the operation and control of the Districts' transportation departments, the Districts can improve the level of service to its parents and students.

WHEREAS, the Constitution of the State of Illinois expressly provides, in Article VII, Section 10 (a):

"Units of local government and school districts may contract or otherwise associate among themselves, with the State, with other states and their units of local government and school districts, and with the United States to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance. Units of local government and school districts may contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities."

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., similarly provides in Section 5 that:

"Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract and except where specifically and expressly prohibited by law. Such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties."

WHEREAS, the School Districts believe that dissolving the School District 201 transportation department and contracting transportation services with the School District 111 transportation department will improve the use of the School District(s) resources and personnel, and improve the flexibility, and operations within the transportation department.

WHEREAS, on January 27, 2025, the Board of Education of Minooka Consolidated School District No. 201 approved a resolution directing the Administration of District 201 to investigate and negotiate an intergovernmental agreement with the Board of Education of Minooka Community High School District No. 111 for the provision of transportation services to District 201.

WHEREAS, the Illinois School Code, Third party non-instructional services. 105 ILCS 5/10-22.34c, et. seq., provides that:

"(a) A board of education may enter into a contract with a third party for non-instructional services currently performed by any employee or bargaining unit member..."

WHEREAS, "In the subcontracting context, the requirements for good-faith bargaining on the decision to subcontract are notice of the consideration of a subcontract, before it is finalized; meeting with the union to provide an opportunity to discuss and explain the decision; providing information to the union; and giving consideration to any counter proposals the union makes." Service Employees International Local Union No. 316, 153 Ill. App. 3d at 753, 505 N.E.2d at 425.

WHEREAS, the School Districts believe that subcontracting with a 3rd party private school bus company for one or more special education routes will improve the use of the School District(s) resources and personnel, and improve the flexibility, and operations within the transportation department.

WHEREAS, on January 27, 2025 and January 29, 2025 the Board of Education of Minooka Consolidated School District No. 201 and the Board of Education of Minooka Community High School District no. 111, respectively, approved resolutions directing the Administrations to investigate the 3rd party subcontracting of one or more special education routes.

WHEREAS, the School Districts have been in negotiations with their respective Associations for a first contract and it is agreed it is in the Parties best interest to ensure a smooth transition and continuity of services during the course of continued negotiations.

WHEREAS, this MOA is contingent upon both Boards of Education approving an intergovernmental agreement for School District No. 111 to provide transportation services to School District 201. If said agreement is not approved this MOA is null and void, ab initio.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. RECITALS:

The recitals set forth hereinabove are true and correct and are incorporated in this Agreement by reference.

2. EMPLOYEE CONTINUITY AND TRANSITION ASSURANCE:

Employment Transition: Upon the dissolution of School District 201's transportation services, School District 111 agrees to employ all current employees, in good standing of District 201, effective on the date of dissolution, subject to all School District 111 hiring policies and procedures. For the purpose of this agreement good standing is defined as an employee who is not being subject to disciplinary action that may result in suspension and or termination. School District 111 will provide continuity of employment subject to the terms of this MOA and as to be determined in a future collective bargaining agreements.

3. RECOGNITION OF SENIORITY:

Seniority for both MTA and META will remain status quo for the remainder of the 2024-2025 school year and then will be bargained in a final Collective Bargaining Agreement.

4. WAGE ADJUSTMENT:

For the 2024-2025 school year, all drivers covered by this MOA will receive a 6.0% increase in all their rates of pay. Aides will be paid an 8% increase. This adjustment will be retroactive to the start of the 2024-2025 school year paid out in a lump sum by February 14, 2025 for School District 111 and February 21, 2025 for School District 201. There will be no further bargaining of wage and benefits for the 2024-2025 school year.

5. CONTINUED NEGOTIATIONS:

(a) Negotiations between School District 201 and the Minooka Elementary Transportation Association (201) will be paused. Subject to sections 3 & 4 above, negotiations will continue with School District 111 and the Minooka Transportation Association (111) and during this negotiation up to four (4) employees from District 201 (META) will be permitted to sit at the School District 111 negotiating table, as participants with the ability to call a caucus. Provided, however, that no contract will be voted upon until such time as the School District 201 transportation employees are hired by School District 111 and have an opportunity to join the Minooka Transportation Association (111) and vote on the tentative Collective Bargaining Agreement. A maximum of five (5) bargaining unit members (limited to the current participants of the respective negotiating teams) will be allowed to sit in the gallery and observe negotiations. They are not voting members and will not participate in any discussions during the meeting. These members are to maintain meeting confidentiality and decorum. Provided, however, that if they are disruptive or violate meeting confidentiality, they will be excused from the meeting.

(b) The Parties recognize that certain tentative agreements have been reached that may be affected by this MOA. Therefore, at the first School District 111 negotiations meeting after execution of this MOA all signed tentative agreements will be reviewed and both the signatories to those agreements must agree to reopen any tentative agreement. Provided, however, that the parties agree that the seniority tentative agreement shall be reopened.

(c) If a final contract is not achieved by May 15, 2025 the parties agree to meet and negotiate an MOA for the management of routes in FY 26.

6. MANAGEMENT OF ROUTES:

It is understood by all parties that the districts have the right under management rights to manages routes for both districts. It is also understood by all parties that the picking of routes will be bargained for the purposes of the final Collective Bargaining Agreement.

For School District 111 employees if as a result of these changes a route time goes over 2.00 hours the driver and aide will be paid for the additional time as "extra route time" (in quarter hour increments) on a timesheet.

For School District 201 employees if as a result of these changes a route time goes over 2.25 hours the driver and aide will be paid for the additional time as "extra route time" (in quarter hour increments) on a timesheet.

Middays for 201 drivers will continue to be paid at the rate of one hour but if the route is extended the driver/aide will put the extra time on a time sheet.

All parties agree to forgo past practice however for the remainder to the school year 2024/25 all current routes shall remain intact, including pay, provided however, the districts may give an open/extra/additional route to a new driver. This may result in a current driver with an open/extra/additional route have one of those routes taken from their daily assignment. Their pay will reflect the loss of the "extra" route. Additionally, this designation of the route to the new driver may be given without regard to seniority. A new driver is someone who has not previously driven regularly, both AM or PM routes for either district.

Before finalizing any route changes, the districts must hold a meeting with the Association to provide an opportunity to discuss and explain the decision; providing information to the Association; and giving consideration to any counter proposals the union may make. The parties agree to meet and confer on a monthly basis to discuss routing assignments.

7. 3RD PARTY CONTRACTING:

The parties agree that for the 2024-2025 school year the school districts may subcontract special education route(s) on an emergency basis with a 3rd party private contractor providing they meet all requirements per school code 105 ILSC 5/10-22.34c.

If a driver/aide's route is dissolved the driver/aide will choose from any open route that has been deemed a priority to replace the route they were displaced from.

Before finalizing any special education subcontracted routes, the district must hold a meeting with the Association to provide an opportunity to discuss and explain the decision; providing information to the Association; and giving consideration to any counter proposals the Association may make.

8. NO THIRD PARTY BENEFICIARY:

There are no third-party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto, any rights, remedies, obligations or liabilities.

9. NO PRIVATE RIGHT TO ACTION:

This Agreement does not create or confer any right or benefit that is substantive or procedural, enforceable by any third party against the Signatory parties.

10. NON-PRECEDENTIAL:

This agreement is non-precedential and may not be used by either party as evidence of a practice (except as previously defined in Sections no. 6 and 7 above), or for any other reason in any future dispute between the parties, except to enforce the provisions of this Memorandum of Agreement.

11. COMPLETE UNDERSTANDING:

This Agreement sets forth all of the promises, agreements, conditions and understandings between the Parties relative to the subject matter hereof and no other promises, agreements or understandings whether oral or written, expressed or implied exist between the Parties.

12. AMENDMENTS:

No provisions or requirements expressed in this Agreement may be altered, modified, changed and/or canceled after the effective date of this Agreement, except upon the express written consent of all Parties.

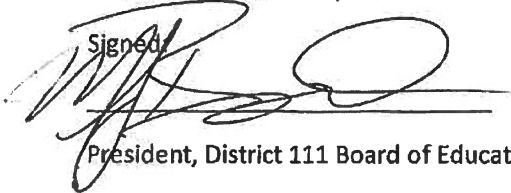

13. EFFECT OF AGREEMENT:

This Agreement shall insure to the benefit of and bind the Board and its respective Board members, administrators, agents, employees, insurers, successors and assigns and the Association and its officers, agents, representatives, successors and assigns.


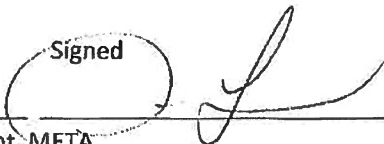
14. EXECUTION:

This Agreement may be executed in multiple counterparts, and a set of counterparts bearing the signatures of the Parties hereto shall constitute the Agreement as fully as if the Parties had signed a single document. The Parties agree to accept electronic copies of this Agreement as if original copies.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this 23 day of January, 2024.

Signed:  Signed: 

President, District 111 Board of Education President, District 201 Board of Education

Signed:  Signed: 

MTA President, META