



100TH GENERAL ASSEMBLY

State of Illinois

2017 and 2018

HB4196

by Rep. Thomas M. Bennett

SYNOPSIS AS INTRODUCED:

105 ILCS 5/10-22.34c

Amends the School Code with respect to a provision concerning third party non-instructional services. Provides that, notwithstanding any other law of this State, nothing in the Code prevents a board of education from entering into a contract with a third party for non-instructional services currently performed by any employee or bargaining unit member or from laying off those educational support personnel employees upon 30 days written notice to the affected employees (instead of allowing a board of education to enter into a contract with a third party for non-instructional services currently performed by any employee or bargaining unit member or lay off those educational support personnel employees upon 90 days written notice to the affected employees if certain conditions are met). Effective immediately.

LRB100 15855 AXK 30966 b

FISCAL NOTE ACT
MAY APPLY

A BILL FOR

1 AN ACT concerning education.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 5. The School Code is amended by changing Section
5 10-22.34c as follows:

6 (105 ILCS 5/10-22.34c)

7 Sec. 10-22.34c. Third party non-instructional services.
8 Notwithstanding any other law of this State, nothing in this
9 Code prevents a ~~(a) A board of education from entering~~ ~~may~~
10 ~~enter~~ into a contract with a third party for non-instructional
11 services currently performed by any employee or bargaining unit
12 member or from laying ~~lay~~ off those educational support
13 personnel employees upon 30 ~~90~~ days written notice to the
14 affected employees. ~~, provided that:~~

15 ~~(1) a contract must not be entered into and become~~
16 ~~effective during the term of a collective bargaining~~
17 ~~agreement, as that term is set forth in the agreement,~~
18 ~~covering any employees who perform the non-instructional~~
19 ~~services;~~

20 ~~(2) a contract may only take effect upon the expiration~~
21 ~~of an existing collective bargaining agreement;~~

22 ~~(3) any third party that submits a bid to perform the~~
23 ~~non-instructional services shall provide the following:~~

1 ~~(A) evidence of liability insurance in scope and~~
2 ~~amount equivalent to the liability insurance provided~~
3 ~~by the school board pursuant to Section 10-22.3 of this~~
4 ~~Code;~~

5 ~~(B) a benefits package for the third party's~~
6 ~~employees who will perform the non instructional~~
7 ~~services comparable to the benefits package provided~~
8 ~~to school board employees who perform those services;~~

9 ~~(C) a list of the number of employees who will~~
10 ~~provide the non instructional services, the job~~
11 ~~classifications of those employees, and the wages the~~
12 ~~third party will pay those employees;~~

13 ~~(D) a minimum 3-year cost projection, using~~
14 ~~generally accepted accounting principles and which the~~
15 ~~third party is prohibited from increasing if the bid is~~
16 ~~accepted by the school board, for each and every~~
17 ~~expenditure category and account for performing the~~
18 ~~non instructional services;~~

19 ~~(E) composite information about the criminal and~~
20 ~~disciplinary records, including alcohol or other~~
21 ~~substance abuse, Department of Children and Family~~
22 ~~Services complaints and investigations, traffic~~
23 ~~violations, and license revocations or any other~~
24 ~~licensure problems, of any employees who may perform~~
25 ~~the non instructional services, provided that the~~
26 ~~individual names and other identifying information of~~

1 ~~employees need not be provided with the submission of~~
2 ~~the bid, but must be made available upon request of the~~
3 ~~school board; and~~

4 ~~(F) an affidavit, notarized by the president or~~
5 ~~chief executive officer of the third party, that each~~
6 ~~of its employees has completed a criminal background~~
7 ~~check as required by Section 10-21.9 of this Code~~
8 ~~within 3 months prior to submission of the bid,~~
9 ~~provided that the results of such background checks~~
10 ~~need not be provided with the submission of the bid,~~
11 ~~but must be made available upon request of the school~~
12 ~~board;~~

13 ~~(4) a contract must not be entered into unless the~~
14 ~~school board provides a cost comparison, using generally~~
15 ~~accepted accounting principles, of each and every~~
16 ~~expenditure category and account that the school board~~
17 ~~projects it would incur over the term of the contract if it~~
18 ~~continued to perform the non instructional services using~~
19 ~~its own employees with each and every expenditure category~~
20 ~~and account that is projected a third party would incur if~~
21 ~~a third party performed the non instructional services;~~

22 ~~(5) review and consideration of all bids by third~~
23 ~~parties to perform the non instructional services shall~~
24 ~~take place in open session of a regularly scheduled school~~
25 ~~board meeting, unless the exclusive bargaining~~
26 ~~representative of the employees who perform the~~

1 ~~non-instructional services, if any such exclusive~~
2 ~~bargaining representative exists, agrees in writing that~~
3 ~~such review and consideration can take place in open~~
4 ~~session at a specially scheduled school board meeting;~~

5 ~~(6) a minimum of one public hearing, conducted by the~~
6 ~~school board prior to a regularly scheduled school board~~
7 ~~meeting, to discuss the school board's proposal to contract~~
8 ~~with a third party to perform the non-instructional~~
9 ~~services must be held before the school board may enter~~
10 ~~into such a contract; the school board must provide notice~~
11 ~~to the public of the date, time, and location of the first~~
12 ~~public hearing on or before the initial date that bids to~~
13 ~~provide the non-instructional services are solicited or a~~
14 ~~minimum of 30 days prior to entering into such a contract,~~
15 ~~whichever provides a greater period of notice;~~

16 ~~(7) a contract shall contain provisions requiring the~~
17 ~~contractor to offer available employee positions pursuant~~
18 ~~to the contract to qualified school district employees~~
19 ~~whose employment is terminated because of the contract; and~~

20 ~~(8) a contract shall contain provisions requiring the~~
21 ~~contractor to comply with a policy of nondiscrimination and~~
22 ~~equal employment opportunity for all persons and to take~~
23 ~~affirmative steps to provide equal opportunity for all~~
24 ~~persons.~~

25 ~~(b) Notwithstanding subsection (a) of this Section, a board~~
26 ~~of education may enter into a contract, of no longer than 3~~

1 ~~months in duration, with a third party for non-instructional~~
2 ~~services currently performed by an employee or bargaining unit~~
3 ~~member for the purpose of augmenting the current workforce in~~
4 ~~an emergency situation that threatens the safety or health of~~
5 ~~the school district's students or staff, provided that the~~
6 ~~school board meets all of its obligations under the Illinois~~
7 ~~Educational Labor Relations Act.~~

8 ~~(c) The changes to this Section made by this amendatory Act~~
9 ~~of the 95th General Assembly are not applicable to~~
10 ~~non-instructional services of a school district that on the~~
11 ~~effective date of this amendatory Act of the 95th General~~
12 ~~Assembly are performed for the school district by a third~~
13 ~~party.~~

14 (Source: P.A. 95-241, eff. 8-17-07; 96-328, eff. 8-11-09.)

15 Section 99. Effective date. This Act takes effect upon
16 becoming law.