



Sen. Chris Lauzen

Filed: 3/8/2011

09700SB2250sam001

LRB097 10353 NHT 51238 a

1 AMENDMENT TO SENATE BILL 2250

2 AMENDMENT NO. _____. Amend Senate Bill 2250 by replacing
3 everything after the enacting clause with the following:

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. ~~7 provided that:~~

15 ~~(1) a contract must not be entered into and become~~
16 ~~effective during the term of a collective bargaining~~

1 ~~agreement, as that term is set forth in the agreement,~~
2 ~~covering any employees who perform the non-instructional~~
3 ~~services;~~

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

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

8 ~~(A) evidence of liability insurance in scope and~~
9 ~~amount equivalent to the liability insurance provided~~
10 ~~by the school board pursuant to Section 10-22.3 of this~~
11 ~~Code;~~

12 ~~(B) a benefits package for the third party's~~
13 ~~employees who will perform the non-instructional~~
14 ~~services comparable to the benefits package provided~~
15 ~~to school board employees who perform those services;~~

16 ~~(C) a list of the number of employees who will~~
17 ~~provide the non-instructional services, the job~~
18 ~~classifications of those employees, and the wages the~~
19 ~~third party will pay those employees;~~

20 ~~(D) a minimum 3-year cost projection, using~~
21 ~~generally accepted accounting principles and which the~~
22 ~~third party is prohibited from increasing if the bid is~~
23 ~~accepted by the school board, for each and every~~
24 ~~expenditure category and account for performing the~~
25 ~~non-instructional services;~~

26 ~~(E) composite information about the criminal and~~

1 ~~disciplinary records, including alcohol or other~~
2 ~~substance abuse, Department of Children and Family~~
3 ~~Services complaints and investigations, traffic~~
4 ~~violations, and license revocations or any other~~
5 ~~licensure problems, of any employees who may perform~~
6 ~~the non instructional services, provided that the~~
7 ~~individual names and other identifying information of~~
8 ~~employees need not be provided with the submission of~~
9 ~~the bid, but must be made available upon request of the~~
10 ~~school board; and~~

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

20 ~~(4) a contract must not be entered into unless the~~
21 ~~school board provides a cost comparison, using generally~~
22 ~~accepted accounting principles, of each and every~~
23 ~~expenditure category and account that the school board~~
24 ~~projects it would incur over the term of the contract if it~~
25 ~~continued to perform the non instructional services using~~
26 ~~its own employees with each and every expenditure category~~

1 ~~and account that is projected a third party would incur if~~
2 ~~a third party performed the non-instructional services;~~

3 ~~(5) review and consideration of all bids by third~~
4 ~~parties to perform the non-instructional services shall~~
5 ~~take place in open session of a regularly scheduled school~~
6 ~~board meeting, unless the exclusive bargaining~~
7 ~~representative of the employees who perform the~~
8 ~~non-instructional services, if any such exclusive~~
9 ~~bargaining representative exists, agrees in writing that~~
10 ~~such review and consideration can take place in open~~
11 ~~session at a specially scheduled school board meeting;~~

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

23 ~~(7) a contract shall contain provisions requiring the~~
24 ~~contractor to offer available employee positions pursuant~~
25 ~~to the contract to qualified school district employees~~
26 ~~whose employment is terminated because of the contract; and~~

1 ~~(8) a contract shall contain provisions requiring the~~
2 ~~contractor to comply with a policy of nondiscrimination and~~
3 ~~equal employment opportunity for all persons and to take~~
4 ~~affirmative steps to provide equal opportunity for all~~
5 ~~persons.~~

6 ~~(b) Notwithstanding subsection (a) of this Section, a board~~
7 ~~of education may enter into a contract, of no longer than 3~~
8 ~~months in duration, with a third party for non instructional~~
9 ~~services currently performed by an employee or bargaining unit~~
10 ~~member for the purpose of augmenting the current workforce in~~
11 ~~an emergency situation that threatens the safety or health of~~
12 ~~the school district's students or staff, provided that the~~
13 ~~school board meets all of its obligations under the Illinois~~
14 ~~Educational Labor Relations Act.~~

15 ~~(c) The changes to this Section made by this amendatory Act~~
16 ~~of the 95th General Assembly are not applicable to~~
17 ~~non instructional services of a school district that on the~~
18 ~~effective date of this amendatory Act of the 95th General~~
19 ~~Assembly are performed for the school district by a third~~
20 ~~party.~~

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