

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 (a) A board of education may enter into a contract with a
9 third party for non-instructional services currently performed
10 by any employee or bargaining unit member or lay off those
11 educational support personnel employees upon 90 days written
12 notice to the affected employees, provided that:

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

18 (2) a contract may only take effect upon the
19 expiration of an existing collective bargaining agreement;

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

22 (A) evidence of liability insurance in scope and
23 amount equivalent to the liability insurance provided

1 by the school board pursuant to Section 10-22.3 of
2 this Code;

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

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

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

17 (E) composite information about the criminal and
18 disciplinary records, including alcohol or other
19 substance abuse, Department of Children and Family
20 Services complaints and investigations, traffic
21 violations, and license revocations or any other
22 licensure problems, of any employees who may perform
23 the non-instructional services, provided that the
24 individual names and other identifying information of
25 employees need not be provided with the submission of
26 the bid, but must be made available upon request of the

1 school board; and

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

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

20 (5) review and consideration of all bids by third
21 parties to perform the non-instructional services shall
22 take place in open session of a regularly scheduled school
23 board meeting, unless the exclusive bargaining
24 representative of the employees who perform the
25 non-instructional services, if any such exclusive
26 bargaining representative exists, agrees in writing that

1 such review and consideration can take place in open
2 session at a specially scheduled school board meeting;

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

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

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

25 (b) As used in this subsection (b), "emergency situation"
26 means a sudden and unforeseen event or change in circumstances

1 that would result in a near-term interruption of
2 non-instructional services that calls for immediate action.

3 Notwithstanding subsection (a) of this Section, a board of
4 education may enter into a contract, of no longer than 3 months
5 in duration, with a third party for non-instructional services
6 currently performed by an employee or bargaining unit member
7 for the purpose of augmenting the current workforce in an
8 emergency situation that threatens the safety or health of the
9 school district's students or staff, provided that (i) the
10 school board meets all of its obligations under the Illinois
11 Educational Labor Relations Act and (ii) the board of
12 education posts all vacant positions used for augmenting the
13 current workforce on the school district's website, in a
14 manner that is easily accessible to the affected bargaining
15 unit, if applicable, and the general public, as well as on all
16 other platforms on which the board of education advertises its
17 vacancies, including, but not limited to, online job portals,
18 databases, and social media sites. The board of education must
19 post all vacant positions in the manner described in this
20 subsection (b) for the entirety of an emergency contract and
21 the entirety of any renewed emergency contract until the
22 emergency contract expires.

23 A board of education that attempts to renew or enter into
24 any new contract of any type whatsoever for any reason
25 whatsoever with a third party for non-instructional services
26 to augment the current workforce for that same group of

1 employees in an emergency situation under this subsection (b)
2 2 times must follow all of the steps set forth in paragraph (6)
3 of subsection (a) or obtain mutual agreement with the affected
4 bargaining unit, if any. The mutual agreement may not be used
5 by the affected bargaining unit as a means to compel the board
6 of education to reopen the existing collective bargaining
7 agreement. The mutual agreement, as codified in a memorandum
8 of understanding, must include the development of a
9 recruitment and retention plan. The plan may consider, without
10 limitation, a timeline for the use of the third party, the
11 rationale for the use of the third party, a clear job
12 description, a targeted advertising plan, comparable pay and
13 benefits, and additional incentives.

14 A board of education that attempts to renew or enter into
15 any new contract of any type whatsoever for any reason
16 whatsoever with a third party for non-instructional services
17 to augment the current workforce for that same group of
18 employees in an emergency situation under this subsection (b)
19 3 times or more is required to obtain mutual agreement with the
20 affected bargaining unit, if any. The mutual agreement may not
21 be used by the affected bargaining unit as a means to compel
22 the board of education to reopen the existing collective
23 bargaining agreement. The mutual agreement, as codified in a
24 memorandum of understanding, must include the development of a
25 recruitment and retention plan. The plan may consider, without
26 limitation, a timeline for the use of the third party, the

1 rationale for the use of the third party, a clear job
2 description, a targeted advertising plan, comparable pay and
3 benefits, and additional incentives.

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

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

11 Section 99. Effective date. This Act takes effect July 1,
12 2026.