



Rep. Kevin John Olickal

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10400SB1799ham002

LRB104 08157 LNS 26139 a

1 AMENDMENT TO SENATE BILL 1799

2 AMENDMENT NO. _____. Amend Senate Bill 1799 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 (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

1 services;

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

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

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

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

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

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

24 (E) composite information about the criminal and
25 disciplinary records, including alcohol or other
26 substance abuse, Department of Children and Family

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

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

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

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

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

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

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

6 (b) As used in this subsection (b), "emergency situation"
7 means a sudden and unforeseen event or change in circumstances
8 that would result in a near-term interruption of
9 non-instructional services that calls for immediate action.

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

1 subsection (b) for the entirety of an emergency contract and
2 the entirety of any renewed emergency contract until the
3 emergency contract expires.

4 A board of education that attempts to renew or enter into
5 any new contract of any type whatsoever for any reason
6 whatsoever with a third party for non-instructional services
7 to augment the current workforce for that same group of
8 employees in an emergency situation under this subsection (b)
9 2 times must follow all of the steps set forth in paragraph (6)
10 of subsection (a) or obtain mutual agreement with the affected
11 bargaining unit, if any. The mutual agreement may not be used
12 by the affected bargaining unit as a means to compel the board
13 of education to reopen the existing collective bargaining
14 agreement. The mutual agreement, as codified in a memorandum
15 of understanding, must include the development of a
16 recruitment and retention plan. The plan may consider, without
17 limitation, a timeline for the use of the third party, the
18 rationale for the use of the third party, a clear job
19 description, a targeted advertising plan, comparable pay and
20 benefits, and additional incentives.

21 A board of education that attempts to renew or enter into
22 any new contract of any type whatsoever for any reason
23 whatsoever with a third party for non-instructional services
24 to augment the current workforce for that same group of
25 employees in an emergency situation under this subsection (b)
26 3 times or more is required to obtain mutual agreement with the

1 affected bargaining unit, if any. The mutual agreement may not
2 be used by the affected bargaining unit as a means to compel
3 the board of education to reopen the existing collective
4 bargaining agreement. The mutual agreement, as codified in a
5 memorandum of understanding, must include the development of a
6 recruitment and retention plan. The plan may consider, without
7 limitation, a timeline for the use of the third party, the
8 rationale for the use of the third party, a clear job
9 description, a targeted advertising plan, comparable pay and
10 benefits, and additional incentives.

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

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

18 Section 99. Effective date. This Act takes effect July 1,
19 2026.".