



95TH GENERAL ASSEMBLY

State of Illinois

2007 and 2008

SB2736

Introduced 2/15/2008, by Sen. Debbie DeFrancesco Halvorson

SYNOPSIS AS INTRODUCED:

- 110 ILCS 305/40 new
- 110 ILCS 520/25 new
- 110 ILCS 660/5-135 new
- 110 ILCS 665/10-135 new
- 110 ILCS 670/15-135 new
- 110 ILCS 675/20-140 new
- 110 ILCS 680/25-135 new
- 110 ILCS 685/30-145 new
- 110 ILCS 690/35-140 new
- 110 ILCS 805/3-42.4 new

Amends various Acts relating to the governance of public universities in Illinois and amends the Public Community College Act. Allows the governing board of each public university and community college district to enter into a contract with a third party for non-instructional services currently performed by an employee or bargaining unit member or lay off those educational support personnel employees upon 90 days written notice. Adds conditions on the entering of such a contract. Notwithstanding these conditions, allows a board to enter into a contract, of no longer than 3 months in duration, with a third party for non-instructional services currently performed by an employee or bargaining unit member for the purpose of augmenting the current workforce in an emergency situation that threatens the safety or health of students or staff. Provides that the amendatory Act is not applicable to non-instructional services that on the effective date of the amendatory Act are performed by a third party. Amends the State Mandates Act to require implementation without reimbursement. Effective immediately.

LRB095 18855 NHT 44986 b

FISCAL NOTE ACT
MAY APPLY

STATE MANDATES
ACT MAY REQUIRE
REIMBURSEMENT

1 AN ACT concerning higher education.

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

4 Section 5. The University of Illinois Act is amended by
5 adding Section 40 as follows:

6 (110 ILCS 305/40 new)

7 Sec. 40. Third party non-instructional services.

8 (a) The Board of Trustees 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 expiration
19 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;

23 (B) a benefits package for the third party's

1 employees who will perform the non-instructional
2 services comparable to the benefits package provided
3 to University employees who perform those services;

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

8 (D) a minimum 3-year cost projection, using
9 generally accepted accounting principles and which the
10 third party is prohibited from increasing if the bid is
11 accepted by the Board of Trustees, for each and every
12 expenditure category and account for performing the
13 non-instructional services;

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

25 (F) an affidavit, notarized by the president or
26 chief executive officer of the third party, that a

1 criminal history records check has been completed for
2 each of its employees within 3 months prior to
3 submission of the bid, provided that the results of
4 such checks need not be provided with the submission of
5 the bid, but must be made available upon request of the
6 Board of Trustees;

7 (4) a contract must not be entered into unless the
8 Board of Trustees performs a cost comparison, using
9 generally accepted accounting principles, of each and
10 every expenditure category and account that the Board of
11 Trustees projects it would incur over the term of the
12 contract if it continued to perform the non-instructional
13 services using its own employees with each and every
14 expenditure category and account that the Board of Trustees
15 projects a third party would incur if a third party
16 performed the non-instructional services;

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

26 (6) a minimum of one public hearing, conducted by the

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

12 (7) a contract shall contain provisions requiring the
13 contractor to offer available employee positions pursuant
14 to the contract to qualified University employees whose
15 employment is terminated because of the contract; and

16 (8) a contract shall contain provisions requiring the
17 contractor to comply with a policy of nondiscrimination and
18 equal employment opportunity for all persons and to take
19 affirmative steps to provide equal opportunity for all
20 persons.

21 (b) Notwithstanding subsection (a) of this Section, the
22 Board of Trustees may enter into a contract, of no longer than
23 3 months in duration, with a third party for non-instructional
24 services currently performed by an employee or bargaining unit
25 member for the purpose of augmenting the current workforce in
26 an emergency situation that threatens the safety or health of

1 the University's students or staff, provided that the Board of
2 Trustees meets all of its obligations under the Illinois
3 Educational Labor Relations Act.

4 (c) This Section is not applicable to non-instructional
5 services of the University that on the effective date of this
6 amendatory Act of the 95th General Assembly are performed for
7 the University by a third party.

8 Section 10. The Southern Illinois University Management
9 Act is amended by adding Section 25 as follows:

10 (110 ILCS 520/25 new)

11 Sec. 25. Third party non-instructional services.

12 (a) The Board may enter into a contract with a third party
13 for non-instructional services currently performed by any
14 employee or bargaining unit member or lay off those educational
15 support personnel employees upon 90 days written notice to the
16 affected employees, provided that:

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

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

24 (3) any third party that submits a bid to perform the

1 non-instructional services shall provide the following:

2 (A) evidence of liability insurance;

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 University 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 is
14 accepted by the Board, for each and every expenditure
15 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 Board; and

2 (F) an affidavit, notarized by the president or
3 chief executive officer of the third party, that a
4 criminal history records check has been completed for
5 each of its employees within 3 months prior to
6 submission of the bid, provided that the results of
7 such checks need not be provided with the submission of
8 the bid, but must be made available upon request of the
9 Board;

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

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

1 meeting;

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

13 (7) a contract shall contain provisions requiring the
14 contractor to offer available employee positions pursuant
15 to the contract to qualified University employees whose
16 employment is terminated because of the contract; and

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

22 (b) Notwithstanding subsection (a) of this Section, the
23 Board may enter into a contract, of no longer than 3 months in
24 duration, with a third party for non-instructional services
25 currently performed by an employee or bargaining unit member
26 for the purpose of augmenting the current workforce in an

1 emergency situation that threatens the safety or health of the
2 University's students or staff, provided that the Board meets
3 all of its obligations under the Illinois Educational Labor
4 Relations Act.

5 (c) This Section is not applicable to non-instructional
6 services of the University that on the effective date of this
7 amendatory Act of the 95th General Assembly are performed for
8 the University by a third party.

9 Section 15. The Chicago State University Law is amended by
10 adding Section 5-135 as follows:

11 (110 ILCS 660/5-135 new)

12 Sec. 5-135. Third party non-instructional services.

13 (a) The Board may enter into a contract with a third party
14 for non-instructional services currently performed by any
15 employee or bargaining unit member or lay off those educational
16 support personnel employees upon 90 days written notice to the
17 affected employees, provided that:

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

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

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

3 (A) evidence of liability insurance;

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

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

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

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

1 the bid, but must be made available upon request of the
2 Board; and

3 (F) an affidavit, notarized by the president or
4 chief executive officer of the third party, that a
5 criminal history records check has been completed for
6 each of its employees within 3 months prior to
7 submission of the bid, provided that the results of
8 such checks need not be provided with the submission of
9 the bid, but must be made available upon request of the
10 Board;

11 (4) a contract must not be entered into unless the
12 Board performs a cost comparison, using generally accepted
13 accounting principles, of each and every expenditure
14 category and account that the Board projects it would incur
15 over the term of the contract if it continued to perform
16 the non-instructional services using its own employees
17 with each and every expenditure category and account that
18 the Board projects a third party would incur if a third
19 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 Board
23 meeting, unless the exclusive bargaining representative of
24 the employees who perform the non-instructional services,
25 if any such exclusive bargaining representative exists,
26 agrees in writing that such review and consideration can

1 take place in open session at a specially scheduled Board
2 meeting;

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

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

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

23 (b) Notwithstanding subsection (a) of this Section, the
24 Board may enter into a contract, of no longer than 3 months in
25 duration, with a third party for non-instructional services
26 currently performed by an employee or bargaining unit member

1 for the purpose of augmenting the current workforce in an
2 emergency situation that threatens the safety or health of the
3 University's students or staff, provided that the Board meets
4 all of its obligations under the Illinois Educational Labor
5 Relations Act.

6 (c) This Section is not applicable to non-instructional
7 services of the University that on the effective date of this
8 amendatory Act of the 95th General Assembly are performed for
9 the University by a third party.

10 Section 20. The Eastern Illinois University Law is amended
11 by adding Section 10-135 as follows:

12 (110 ILCS 665/10-135 new)

13 Sec. 10-135. Third party non-instructional services.

14 (a) The Board may enter into a contract with a third party
15 for non-instructional services currently performed by any
16 employee or bargaining unit member or lay off those educational
17 support personnel employees upon 90 days written notice to the
18 affected employees, provided that:

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

24 (2) a contract may only take effect upon the expiration

1 of an existing collective bargaining agreement;

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

4 (A) evidence of liability insurance;

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 University 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 Board, for each and every expenditure
17 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 Board; and

4 (F) an affidavit, notarized by the president or
5 chief executive officer of the third party, that a
6 criminal history records check has been completed for
7 each of its employees within 3 months prior to
8 submission of the bid, provided that the results of
9 such checks need not be provided with the submission of
10 the bid, but must be made available upon request of the
11 Board;

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

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

1 agrees in writing that such review and consideration can
2 take place in open session at a specially scheduled Board
3 meeting;

4 (6) a minimum of one public hearing, conducted by the
5 Board prior to a regularly scheduled Board meeting, to
6 discuss the Board's proposal to contract with a third party
7 to perform the non-instructional services must be held
8 before the Board may enter into such a contract; the 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 greater
14 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 University employees whose
18 employment is terminated because of the contract; and

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

24 (b) Notwithstanding subsection (a) of this Section, the
25 Board may enter into a contract, of no longer than 3 months in
26 duration, with a third party for non-instructional services

1 currently performed by an employee or bargaining unit member
2 for the purpose of augmenting the current workforce in an
3 emergency situation that threatens the safety or health of the
4 University's students or staff, provided that the Board meets
5 all of its obligations under the Illinois Educational Labor
6 Relations Act.

7 (c) This Section is not applicable to non-instructional
8 services of the University that on the effective date of this
9 amendatory Act of the 95th General Assembly are performed for
10 the University by a third party.

11 Section 25. The Governors State University Law is amended
12 by adding Section 15-135 as follows:

13 (110 ILCS 670/15-135 new)

14 Sec. 15-135. Third party non-instructional services.

15 (a) The Board may enter into a contract with a third party
16 for non-instructional services currently performed by any
17 employee or bargaining unit member or lay off those educational
18 support personnel employees upon 90 days written notice to the
19 affected employees, provided that:

20 (1) a contract must not be entered into and become
21 effective during the term of a collective bargaining
22 agreement, as that term is set forth in the agreement,
23 covering any employees who perform the non-instructional
24 services;

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

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

5 (A) evidence of liability insurance;

6 (B) a benefits package for the third party's
7 employees who will perform the non-instructional
8 services comparable to the benefits package provided
9 to University employees who perform those services;

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

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

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

1 individual names and other identifying information of
2 employees need not be provided with the submission of
3 the bid, but must be made available upon request of the
4 Board; and

5 (F) an affidavit, notarized by the president or
6 chief executive officer of the third party, that a
7 criminal history records check has been completed for
8 each of its employees within 3 months prior to
9 submission of the bid, provided that the results of
10 such checks need not be provided with the submission of
11 the bid, but must be made available upon request of the
12 Board;

13 (4) a contract must not be entered into unless the
14 Board performs a cost comparison, using generally accepted
15 accounting principles, of each and every expenditure
16 category and account that the Board projects it would incur
17 over the term of the contract if it continued to perform
18 the non-instructional services using its own employees
19 with each and every expenditure category and account that
20 the Board projects a third party would incur if a third
21 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 Board
25 meeting, unless the exclusive bargaining representative of
26 the employees who perform the non-instructional services,

1 if any such exclusive bargaining representative exists,
2 agrees in writing that such review and consideration can
3 take place in open session at a specially scheduled Board
4 meeting;

5 (6) a minimum of one public hearing, conducted by the
6 Board prior to a regularly scheduled Board meeting, to
7 discuss the Board's proposal to contract with a third party
8 to perform the non-instructional services must be held
9 before the Board may enter into such a contract; the Board
10 must provide notice to the public of the date, time, and
11 location of the first public hearing on or before the
12 initial date that bids to provide the non-instructional
13 services are solicited or a minimum of 30 days prior to
14 entering into such a contract, whichever provides a greater
15 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 University employees whose
19 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, the
26 Board may enter into a contract, of no longer than 3 months in

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

8 (c) This Section is not applicable to non-instructional
9 services of the University that on the effective date of this
10 amendatory Act of the 95th General Assembly are performed for
11 the University by a third party.

12 Section 30. The Illinois State University Law is amended by
13 adding Section 20-140 as follows:

14 (110 ILCS 675/20-140 new)

15 Sec. 20-140. Third party non-instructional services.

16 (a) The Board may enter into a contract with a third party
17 for non-instructional services currently performed by any
18 employee or bargaining unit member or lay off those educational
19 support personnel employees upon 90 days written notice to the
20 affected employees, provided that:

21 (1) a contract must not be entered into and become
22 effective during the term of a collective bargaining
23 agreement, as that term is set forth in the agreement,
24 covering any employees who perform the non-instructional

1 services;

2 (2) a contract may only take effect upon the expiration
3 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;

7 (B) a benefits package for the third party's
8 employees who will perform the non-instructional
9 services comparable to the benefits package provided
10 to University employees who perform those services;

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

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

21 (E) composite information about the criminal and
22 disciplinary records, including alcohol or other
23 substance abuse, Department of Children and Family
24 Services complaints and investigations, traffic
25 violations, and license revocations or any other
26 licensure problems, of any employees who may perform

1 the non-instructional services, provided that the
2 individual names and other identifying information of
3 employees need not be provided with the submission of
4 the bid, but must be made available upon request of the
5 Board; and

6 (F) an affidavit, notarized by the president or
7 chief executive officer of the third party, that a
8 criminal history records check has been completed for
9 each of its employees within 3 months prior to
10 submission of the bid, provided that the results of
11 such checks need not be provided with the submission of
12 the bid, but must be made available upon request of the
13 Board;

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

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

1 the employees who perform the non-instructional services,
2 if any such exclusive bargaining representative exists,
3 agrees in writing that such review and consideration can
4 take place in open session at a specially scheduled Board
5 meeting;

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

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

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

26 (b) Notwithstanding subsection (a) of this Section, the

1 Board may enter into a contract, of no longer than 3 months in
2 duration, with a third party for non-instructional services
3 currently performed by an employee or bargaining unit member
4 for the purpose of augmenting the current workforce in an
5 emergency situation that threatens the safety or health of the
6 University's students or staff, provided that the Board meets
7 all of its obligations under the Illinois Educational Labor
8 Relations Act.

9 (c) This Section is not applicable to non-instructional
10 services of the University that on the effective date of this
11 amendatory Act of the 95th General Assembly are performed for
12 the University by a third party.

13 Section 35. The Northeastern Illinois University Law is
14 amended by adding Section 25-135 as follows:

15 (110 ILCS 680/25-135 new)

16 Sec. 25-135. Third party non-instructional services.

17 (a) The Board may enter into a contract with a third party
18 for non-instructional services currently performed by any
19 employee or bargaining unit member or lay off those educational
20 support personnel employees upon 90 days written notice to the
21 affected employees, provided that:

22 (1) a contract must not be entered into and become
23 effective during the term of a collective bargaining
24 agreement, as that term is set forth in the agreement,

1 covering any employees who perform the non-instructional
2 services;

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

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

7 (A) evidence of liability insurance;

8 (B) a benefits package for the third party's
9 employees who will perform the non-instructional
10 services comparable to the benefits package provided
11 to University employees who perform those services;

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

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

22 (E) composite information about the criminal and
23 disciplinary records, including alcohol or other
24 substance abuse, Department of Children and Family
25 Services complaints and investigations, traffic
26 violations, and license revocations or any other

1 licensure problems, of any employees who may perform
2 the non-instructional services, provided that the
3 individual names and other identifying information of
4 employees need not be provided with the submission of
5 the bid, but must be made available upon request of the
6 Board; and

7 (F) an affidavit, notarized by the president or
8 chief executive officer of the third party, that a
9 criminal history records check has been completed for
10 each of its employees within 3 months prior to
11 submission of the bid, provided that the results of
12 such checks need not be provided with the submission of
13 the bid, but must be made available upon request of the
14 Board;

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

24 (5) review and consideration of all bids by third
25 parties to perform the non-instructional services shall
26 take place in open session of a regularly scheduled Board

1 meeting, unless the exclusive bargaining representative of
2 the employees who perform the non-instructional services,
3 if any such exclusive bargaining representative exists,
4 agrees in writing that such review and consideration can
5 take place in open session at a specially scheduled Board
6 meeting;

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

18 (7) a contract shall contain provisions requiring the
19 contractor to offer available employee positions pursuant
20 to the contract to qualified University employees whose
21 employment is terminated because of the contract; and

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

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

10 (c) This Section is not applicable to non-instructional
11 services of the University that on the effective date of this
12 amendatory Act of the 95th General Assembly are performed for
13 the University by a third party.

14 Section 40. The Northern Illinois University Law is amended
15 by adding Section 30-145 as follows:

16 (110 ILCS 685/30-145 new)

17 Sec. 30-145. Third party non-instructional services.

18 (a) The Board may enter into a contract with a third party
19 for non-instructional services currently performed by any
20 employee or bargaining unit member or lay off those educational
21 support personnel employees upon 90 days written notice to the
22 affected employees, provided that:

23 (1) a contract must not be entered into and become
24 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;

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

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

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

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

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

8 (F) an affidavit, notarized by the president or
9 chief executive officer of the third party, that a
10 criminal history records check has been completed for
11 each of its employees within 3 months prior to
12 submission of the bid, provided that the results of
13 such checks need not be provided with the submission of
14 the bid, but must be made available upon request of the
15 Board;

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

25 (5) review and consideration of all bids by third
26 parties to perform the non-instructional services shall

1 take place in open session of a regularly scheduled Board
2 meeting, unless the exclusive bargaining representative of
3 the employees who perform the non-instructional services,
4 if any such exclusive bargaining representative exists,
5 agrees in writing that such review and consideration can
6 take place in open session at a specially scheduled Board
7 meeting;

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

19 (7) a contract shall contain provisions requiring the
20 contractor to offer available employee positions pursuant
21 to the contract to qualified University employees whose
22 employment is terminated because of the contract; and

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

1 persons.

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

11 (c) This Section is not applicable to non-instructional
12 services of the University that on the effective date of this
13 amendatory Act of the 95th General Assembly are performed for
14 the University by a third party.

15 Section 45. The Western Illinois University Law is amended
16 by adding Section 35-140 as follows:

17 (110 ILCS 690/35-140 new)

18 Sec. 35-140. Third party non-instructional services.

19 (a) The Board may enter into a contract with a third party
20 for non-instructional services currently performed by any
21 employee or bargaining unit member or lay off those educational
22 support personnel employees upon 90 days written notice to the
23 affected employees, provided that:

24 (1) a contract must not be entered into and become

1 effective during the term of a collective bargaining
2 agreement, as that term is set forth in the agreement,
3 covering any employees who perform the non-instructional
4 services;

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

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

9 (A) evidence of liability insurance;

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 University 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 is
21 accepted by the Board, for each and every expenditure
22 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 Board; and

9 (F) an affidavit, notarized by the president or
10 chief executive officer of the third party, that a
11 criminal history records check has been completed for
12 each of its employees within 3 months prior to
13 submission of the bid, provided that the results of
14 such checks need not be provided with the submission of
15 the bid, but must be made available upon request of the
16 Board;

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

26 (5) review and consideration of all bids by third

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

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

20 (7) a contract shall contain provisions requiring the
21 contractor to offer available employee positions pursuant
22 to the contract to qualified University employees whose
23 employment is terminated because of the contract; and

24 (8) a contract shall contain provisions requiring the
25 contractor to comply with a policy of nondiscrimination and
26 equal employment opportunity for all persons and to take

1 affirmative steps to provide equal opportunity for all
2 persons.

3 (b) Notwithstanding subsection (a) of this Section, the
4 Board may enter into a contract, of no longer than 3 months in
5 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 University's students or staff, provided that the Board meets
10 all of its obligations under the Illinois Educational Labor
11 Relations Act.

12 (c) This Section is not applicable to non-instructional
13 services of the University that on the effective date of this
14 amendatory Act of the 95th General Assembly are performed for
15 the University by a third party.

16 Section 50. The Public Community College Act is amended by
17 adding Section 3-42.4 as follows:

18 (110 ILCS 805/3-42.4 new)

19 Sec. 3-42.4. Third party non-instructional services.

20 (a) The board may enter into a contract with a third party
21 for non-instructional services currently performed by any
22 employee or bargaining unit member or lay off those educational
23 support personnel employees upon 90 days written notice to the
24 affected employees, provided that:

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

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

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

10 (A) evidence of liability insurance;

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

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

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

25 (E) composite information about the criminal and
26 disciplinary records, including alcohol or other

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

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

18 (4) a contract must not be entered into unless the
19 board performs a cost comparison, using generally accepted
20 accounting principles, of each and every expenditure
21 category and account that the board projects it would incur
22 over the term of the contract if it continued to perform
23 the non-instructional services using its own employees
24 with each and every expenditure category and account that
25 the board projects a third party would incur if a third
26 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 board
4 meeting, unless the exclusive bargaining representative of
5 the employees who perform the non-instructional services,
6 if any such exclusive bargaining representative exists,
7 agrees in writing that such review and consideration can
8 take place in open session at a specially scheduled board
9 meeting;

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

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

25 (8) a contract shall contain provisions requiring the
26 contractor to comply with a policy of nondiscrimination and

1 equal employment opportunity for all persons and to take
2 affirmative steps to provide equal opportunity for all
3 persons.

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

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

17 Section 99. Effective date. This Act takes effect upon
18 becoming law.