



Rep. Marlow H. Colvin

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09700HB1851ham002

LRB097 08974 NHT 51984 a

1 AMENDMENT TO HOUSE BILL 1851

2 AMENDMENT NO. \_\_\_\_\_. Amend House Bill 1851 by replacing  
3 everything after the enacting clause with the following:

4 "Section 5. The School Code is amended by changing Section  
5 34-3.5 as follows:

6 (105 ILCS 5/34-3.5)

7 Sec. 34-3.5. Partnership agreement on advancing student  
8 achievement; No Child Left Behind Act of 2001.

9 (a) The General Assembly finds that the Chicago Teachers  
10 Union, the Chicago Board of Education, and the district's chief  
11 executive officer have a common responsibility beyond their  
12 statutory collective bargaining relationship to institute  
13 purposeful education reforms in the Chicago Public Schools that  
14 maximize the number of students in the Chicago Public Schools  
15 who reach or exceed proficiency with regard to State academic  
16 standards and assessments. The General Assembly further finds

1 that education reform in the Chicago Public Schools must be  
2 premised on a commitment by all stakeholders to redefine  
3 relationships, develop, implement, and evaluate programs, seek  
4 new and additional resources, improve the value of educational  
5 programs to students, accelerate the quality of teacher  
6 training, improve instructional excellence, and develop and  
7 implement strategies to comply with the federal No Child Left  
8 Behind Act of 2001 (Public Law 107-110).

9 The Chicago Board of Education and the district's chief  
10 executive officer shall enter into a partnership agreement with  
11 the Chicago Teachers Union to allow the parties to work  
12 together to advance the Chicago Public Schools to the next  
13 level of education reform. This agreement must be entered into  
14 and take effect within 90 days after the effective date of this  
15 amendatory Act of the 93rd General Assembly. As part of this  
16 agreement, the Chicago Teachers Union, the Chicago Board of  
17 Education, and the district's chief executive officer shall  
18 jointly file a report with the General Assembly at the end of  
19 each school year with respect to the nature of the reforms that  
20 the parties have instituted, the effect of these reforms on  
21 student achievement, and any other matters that the parties  
22 deem relevant to evaluating the effectiveness of the agreement.

23 (b) Decisions concerning matters of inherent managerial  
24 policy necessary to comply with the federal No Child Left  
25 Behind Act of 2001 (Public Law 107-110), including such areas  
26 of discretion or policy as the functions of the employer, the

1 standards and delivery of educational services and programs,  
2 the district's overall budget, the district's organizational  
3 structure, student assignment, school choice, and the  
4 selection of new employees and direction of employees, and the  
5 impact of these decisions on individual employees or the  
6 bargaining unit shall be permissive subjects of bargaining  
7 between the educational employer and the exclusive bargaining  
8 representative and are within the sole discretion of the  
9 educational employer to decide to bargain. ~~This subsection (b)  
10 is exclusive of the parties' obligations and responsibilities  
11 under Section 4.5 of the Illinois Educational Labor Relations  
12 Act (provided that any dispute or impasse that may arise under  
13 this subsection (b) shall be resolved exclusively as set forth  
14 in subsection (b) of Section 12 of the Illinois Educational  
15 Labor Relations Act in lieu of a strike under Section 13 of the  
16 Illinois Educational Labor Relations Act).~~

17 (Source: P.A. 93-3, eff. 4-16-03.)

18 Section 10. The Illinois Educational Labor Relations Act is  
19 amended by changing Section 12 as follows:

20 (115 ILCS 5/12) (from Ch. 48, par. 1712)

21 Sec. 12. Impasse procedures.

22 (a) If the parties engaged in collective bargaining have  
23 not reached an agreement by 90 days before the scheduled start  
24 of the forthcoming school year, the parties shall notify the

1 Illinois Educational Labor Relations Board concerning the  
2 status of negotiations.

3 Upon demand of either party, collective bargaining between  
4 the employer and an exclusive bargaining representative must  
5 begin within 60 days of the date of certification of the  
6 representative by the Board, or in the case of an existing  
7 exclusive bargaining representative, within 60 days of the  
8 receipt by a party of a demand to bargain issued by the other  
9 party. Once commenced, collective bargaining must continue for  
10 at least a 60 day period, unless a contract is entered into.

11 ~~If, Except as otherwise provided in subsection (b) of this~~  
12 ~~Section, if~~ after a reasonable period of negotiation and within  
13 45 days of the scheduled start of the forth-coming school year,  
14 the parties engaged in collective bargaining have reached an  
15 impasse, either party may petition the Board to initiate  
16 mediation. Alternatively, the Board on its own motion may  
17 initiate mediation during this period. However, mediation  
18 shall be initiated by the Board at any time when jointly  
19 requested by the parties and the services of the mediators  
20 shall continuously be made available to the employer and to the  
21 exclusive bargaining representative for purposes of  
22 arbitration of grievances and mediation or arbitration of  
23 contract disputes. If requested by the parties, the mediator  
24 may perform fact-finding and in so doing conduct hearings and  
25 make written findings and recommendations for resolution of the  
26 dispute. Such mediation shall be provided by the Board and

1 shall be held before qualified impartial individuals. Nothing  
2 prohibits the use of other individuals or organizations such as  
3 the Federal Mediation and Conciliation Service or the American  
4 Arbitration Association selected by both the exclusive  
5 bargaining representative and the employer.

6 If the parties engaged in collective bargaining fail to  
7 reach an agreement within 15 days of the scheduled start of the  
8 forthcoming school year and have not requested mediation, the  
9 Illinois Educational Labor Relations Board shall invoke  
10 mediation.

11 Whenever mediation is initiated or invoked under this  
12 subsection (a), the parties may stipulate to defer selection of  
13 a mediator in accordance with rules adopted by the Board.

14 (b) (Blank). ~~If, after a period of bargaining of at least~~  
15 ~~60 days, a dispute or impasse exists between an employer whose~~  
16 ~~territorial boundaries are coterminous with those of a city~~  
17 ~~having a population in excess of 500,000 and the exclusive~~  
18 ~~bargaining representative over a subject or matter set forth in~~  
19 ~~Section 4.5 of this Act, the parties shall submit the dispute~~  
20 ~~or impasse to the dispute resolution procedure agreed to~~  
21 ~~between the parties. The procedure shall provide for mediation~~  
22 ~~of disputes by a rotating mediation panel and may, at the~~  
23 ~~request of either party, include the issuance of advisory~~  
24 ~~findings of fact and recommendations.~~

25 (c) The costs of fact finding and mediation shall be shared  
26 equally between the employer and the exclusive bargaining

1 agent, provided that, for purposes of mediation under this Act,  
2 if either party requests the use of mediation services from the  
3 Federal Mediation and Conciliation Service, the other party  
4 shall either join in such request or bear the additional cost  
5 of mediation services from another source.

6 (d) Nothing in this Act prevents an employer and an  
7 exclusive bargaining representative from mutually submitting  
8 to final and binding impartial arbitration unresolved issues  
9 concerning the terms of a new collective bargaining agreement.

10 (Source: P.A. 93-3, eff. 4-16-03.)

11 (115 ILCS 5/4.5 rep.)

12 Section 15. The Illinois Educational Labor Relations Act is  
13 amended by repealing Section 4.5."