

AN ACT concerning education.

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

Section 5. The School Code is amended by changing Section 10-22.34c as follows:

(105 ILCS 5/10-22.34c)

Sec. 10-22.34c. Third party non-instructional services.

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

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

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

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

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

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

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

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

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

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

school board; and

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

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

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

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

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

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

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

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

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

Notwithstanding subsection (a) of this Section, a board of education may 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 the school district's students or staff, provided that (i) the school board meets all of its obligations under the Illinois Educational Labor Relations Act and (ii) the board of education posts all vacant positions used for augmenting the current workforce on the school district's website, in a manner that is easily accessible to the affected bargaining unit, if applicable, and the general public, as well as on all other platforms on which the board of education advertises its vacancies, including, but not limited to, online job portals, databases, and social media sites. The board of education must post all vacant positions in the manner described in this subsection (b) for the entirety of an emergency contract and the entirety of any renewed emergency contract until the emergency contract expires.

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

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

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

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

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

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

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