

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MARION COMMUNITY UNIT SCHOOL DISTRICT NO. 2  
(CUSTODIANS)**

**AND**

**THE LABORERS' INTERNATIONAL UNION OF NORTH  
AMERICA, THE SOUTHERN AND CENTRAL ILLINOIS  
LABORERS' DISTRICT COUNCIL**

**AND**

**LABORERS' LOCAL UNION 773**



**DURATION: SEPTEMBER 1, 2015 THROUGH AUGUST 31, 2019**

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**MEMORANDUM OF AGREEMENT  
ARTICLE 1  
PARTIES TO AGREEMENT**

This Collective Bargaining Agreement entered into by and between the Marion Community Unit School District No. 2, Williamson County, Illinois, hereinafter referred to as the "School District" and The Laborers' International Union of North America, The Southern and Central Illinois Laborers' District Council and Laborers' Local Union 773, hereinafter referred to as the "Union", acting pursuant to the law as the exclusive bargaining agency for the employees covered by the Agreement.

**ARTICLE 2  
EMPLOYER'S RIGHTS**

Except as expressly provided otherwise in this contract, the District hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and laws of the State of Illinois, and of the United States, including but not limited to the determination and administration of school policy, the operation and management of the schools, and the direction and supervision of employees, which are vested exclusively in the Board and the Board is the legally constituted for that purpose.

**ARTICLE 3  
AREA AND EMPLOYEES COVERED**

All of the full time custodial employees employed by the Marion Community Unit School District No. 2, of Williamson County, Illinois. Full time custodial employees are those custodial employees working twenty (20) hours or more per week doing custodial work (i.e. 50% or more of the full time work schedule), but excluding enrolled students of the District who may assist the District's custodians in their duties. Notwithstanding any of the foregoing provisions of this Article, any person who shall substitute for a custodian unavailable to work because of personal or sick leave shall not be considered a full time custodial employee, unless the School District shall retain the service of said substitute on a regular basis to act as a substitute.

**ARTICLE 4  
RECOGNITION AND UNION SECURITY**

The School District recognizes The Laborers' International Union of North America as the sole and exclusive bargaining agent for the employees covered by this Agreement. It shall be a condition of employment that all present employees who are or become members of the Union, shall remain members of the Union. All present employees who are not members of the Union and all

employees who are hired hereinafter shall become and remain members of the Union as a condition of employment, after completing the applicable period of probationary employment. Each employee covered by this Agreement, as a condition of employment, shall join the Union or pay a fair share fee to the Union equivalent to the amount of dues uniformly required of employees as per rules and regulations of the Illinois Education Labor Relations Board.

## **ARTICLE 5 WORKWEEK AND OVERTIME PAY**

The workweek shall consist of forty (40) hours per week. A workweek shall consist of five (5) consecutive days and such five (5) consecutive days will normally commence on Monday and end on Friday of that week.

All work in excess of eight (8) hours in any one (1) day shall be paid at the rate of one and one-half (1 ½) times the regular rate; and all work in excess of forty (40) hours per week shall be at the rate of one and one-half (1 ½) times the regular rate. All work performed on Sundays and Holidays shall be paid at the rate of two (2) times the regular rate of pay. No employee shall refuse to work overtime when assigned to do such work, unless such employee shall be unavailable for such work by reason of absence due to sick leave, vacation, or personal leave, as provided in this Agreement.

In accordance with current practice, in most instances in which overtime is needed the employee working the area and shift where the activity is to take place will be given the first opportunity to work such overtime. If the employee is not available to work the overtime, the building turn sheet will be utilized. The building turn sheet is set according to District seniority, in each building. The employee whose name is next on the building turn sheet will be assigned to work the overtime activity.

When the next opportunity for overtime becomes available, the person on the turn list following the person who worked last will be given the next opportunity. If that employee is not available to work the overtime, the employee whose name is next on the building turn sheet will be assigned to work the overtime activity, and the process will continue in that fashion.

In the event no one at the building is available to work the overtime, the District turn sheet will be used. This turn sheet is kept up to date by the Custodian Coordinator, and operates in the same manner as each building turn sheet, as described above.

## **ARTICLE 6 HOLIDAYS**

Holidays recognized under this Agreement shall be as follows:

|                      |                        |
|----------------------|------------------------|
| New Year's Day       | Labor Day              |
| Martin Luther King   | Veteran's Day          |
| President's Day      | Columbus Day           |
| Good Friday          | Thanksgiving Day       |
| Memorial Day         | Day After Thanksgiving |
| July 4 <sup>th</sup> | Day Before Christmas   |
|                      | Christmas Day          |

In addition to the Holidays listed above, the Employees shall receive two (2) additional Holidays, one to be taken during the Christmas holiday, and the other to be taken during Spring Break. If there is no Spring Break, that Holiday shall be taken during the Christmas Holiday. The Employee has the choice which day he will take, but all days have to be coordinated through the administration. The Employer may require that one or all buildings must be staffed with a custodian for special events, deliveries, etc. The Employer reserves the right to exclude days for training. The Employer agrees to designate the training days by December 15<sup>th</sup> of each year. Employee requests must be faxed or delivered to the Custodian Coordinator by the last day of school for the students.

Employees will receive eight (8) hours pay for the recognized holidays. When a holiday falls on a Saturday or Sunday, either the preceding Friday or the following Monday will be observed as the holiday, unless school is in session on both such days. If one (1) or more holiday falls on a Saturday or Sunday during the contract year, and both the preceding Friday and the following Monday are days in which school is in session, an additional day shall be granted as a holiday during the summer when school is not in session, and shall be scheduled in the same manner as the arrangements for vacation leave.

## **ARTICLE 7 SICK LEAVE**

All employees shall be credited with sixteen (16) days sick leave for each year worked. Sick leave benefits will be accrued from an employee's start date. Sick leave can be accumulated to three hundred thirty three (333) days. If an employee uses four (4) sick leave days or less in a given school year, two (2) days will be added to the employee's cumulative total of sick leave days not to exceed the maximum amount of days allowed in each contract year.

Accumulated but unused, unpaid sick leave days may be used to earn additional IMRF service credit at the time of employee retirement, as provided under applicable IMRF rules and regulations.

Sick leave may be used as funeral leave in the event of a death in the immediate family. Immediate family shall be interpreted to mean spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brother and sister-in-law, step-children and step-parents. An employee may also use up to a maximum of two (2) days per year with pay to attend the funeral of other relatives or close friends providing prior approval is given by the building principal.

## **ARTICLE 8 VACATIONS**

All full time employees shall receive vacation as follows:

- (1) Less than one (1) year of service, one (1) day for each month worked excluding the employee's probationary period.
- (2) After one (1) year of service, ten (10) days.
- (3) After ten (10) years of service, fifteen (15) days.

For the purpose of this paragraph the word "days" shall mean working days. Vacation leave benefits will begin to accrue following the conclusion of the employee's probationary period.

In buildings with two (2) custodians, only one (1) may be scheduled for vacation at any given time, whenever school is in session.

In accordance with current practice, full time employees shall continue to schedule the bulk of their vacations during the summer months, as approved by the employee's supervisor.

## **ARTICLE 9 PERSONAL AND EMERGENCY DAYS AND ACT OF GOD**

The Board of Education will grant up to three (3) days per year with full pay to any employee for personal business. Such leave shall be non-cumulative. Prior notification to the employee's supervisor must be given before such leave is granted. A request for use of a personal day must be made to the employee's immediate supervisor at least twenty-four (24) hours prior to the requested personal leave unless an emergency develops. Any unused personal emergency leave shall be credited to sick leave provided it does not exceed the total days which may be accumulated.

In the event that school is cancelled due to an "Act of God", i.e. inclement weather, or other natural phenomena, the Employee will be paid as follows:

- A. The Employee shows up on time, but does not work. The employee receives two (2) hours pay.
- B. The shift has started, but the Employee has worked less than four (4) hours. The employee receives four (4) hours pay.
- C. The shift has started, but the Employee has worked more than four (4) hours and less than eight (8) hours. The employee receives eight (8) hours pay.

## **ARTICLE 10 VACANCIES**

Any custodial position open or vacancy to be filled shall be posted on the bulletin board for seven (7) calendar days, within ten (10) working days of the custodial position being opened or the current position being vacated. Any employee desiring to fill such open or vacant position will be allowed three (3) days from the last date of posting to make application.

In the event of a Vacancy, reduction in force, or a recall from a reduction in force, employees with the most seniority will be given first consideration for positions available; however, the School District will make the final decision pertaining to the filing of any vacancy. Each bid for an open or vacant position shall be reviewed and evaluated by the administration based on the following factors, in no particular order or priority:

- The needs of the District;
- The applicant's competence, including work performance and evaluations;
- Training, experience, and work experience;
- Qualifications; and
- Seniority and service to the District

If the administration denies the request for change of assignment, the employee will be notified either orally or in writing of the reason for the decision based upon the factors enumerated above.

For purposes of this Article 10, a custodial position shall be deemed "open" or "vacant" whenever any of the following occur:

- a) a new custodial position is added to the bargaining unit, which increases the bargaining unit work force by one (1) or more employees; or
- b) an existing custodial position is opened or vacated through the resignation or termination of employment of a bargaining unit employee, which results in the need to hire a replacement; or

- c) A change of four (4) hours or more is made to the starting or ending time of an existing custodial position (excluding Holidays and breaks), even though no new positions are added and no new hire is required.

For purposes of this Article 10, a position is not "open" or "vacant" when an employee's assignment is changed from one building to another.

### **ARTICLE 11 TOOLS AND EQUIPMENT**

The employees shall not be required to furnish any tools or equipment for performance of their work.

### **ARTICLE 12 PROBATIONARY PERIOD**

New employees will work a probationary period during their first ninety (90) calendar days and will receive twenty-five cents (\$0.25) per hour less than the regular rate of pay that would otherwise apply during this probationary period.

Probationary employees will not be entitled to any benefits contained in this Agreement except when the probationary period is completed. Pension (as allowed by applicable IMRF rules and regulations), and sick leave/personal leave benefits will be accrued from an employee's start date.

Vacation leave benefits will begin to accrue following the conclusion of the employee's probationary period.

### **ARTICLE 13 HEALTH INSURANCE**

The School District shall pay the same percentage of premium cost of each employee's insurance as other employees. It is understood that the percentage of payment which the School District herein agrees to pay towards the premium costs of each employee's health insurance program is the same percentage which the School District pays with reference to all other school employees and teachers who are participants in the group health insurance program in force with reference to said School District. During the term of this Agreement, the School District agrees to negotiate over any economic effects, due to changes to the health insurance, in accordance with the requirements and obligations of the Illinois Educational Labor Relations Act.

### **ARTICLE 14 DISCHARGE OF EMPLOYEES**

Employees who have served their probationary period shall be discharged only for good and sufficient reason, as determined in the good faith discretion of the



District, and as limited by applicable state, federal, and Constitutional law. The District's good faith belief must pertain to acts, or misconduct, which have a connection to the employee's employment sufficient to support dismissal. Without limitation to the generality of the foregoing, the parties acknowledge that dishonesty, continued lateness, theft, absenteeism, insubordination, violation of rules, incompetence, neglect of duty, fighting, intoxication, and etc., shall be examples of good and sufficient reason.

Prior to discharge, the Employee and their Representative will be invited to attend the Board of Education Hearing where the Employee's case will be presented to the Board of Education and the Board of Education will determine what action is appropriate.

## **ARTICLE 15 GRIEVANCE PROCEDURE**

**PURPOSE** The Supervisors and officials of the School District recognize the need for employees to have an opportunity to voice their complaints and grievances and, in an effort to have better relations between officials and the employees, hereby establish the following procedure.

**PROCEDURE** A grievance should be presented promptly so that the facts can readily be obtained. Time limits are established to insure prompt action and if an employee does not appeal from one step to the next within the proper time stated, then the case will be considered closed.

In the event that an employee shall have a grievance, he shall report the same to his immediate supervisor promptly, but not more than ten (10) working days from the time the employee knew or should have known of the occurrence.

If the employee and the supervisor cannot adjust the matter satisfactorily within three (3) working days of the grievance, then the grievance may be presented in writing to the Superintendent or his designee within ten (10) additional working days.

If the matter is not satisfactorily settled within seven (7) working days of submission to the Superintendent then the matter may be submitted to binding arbitration with the American Arbitration Association (or if both parties mutually agree, to the Federal Mediation and Conciliation Service). A submission to Arbitration must be made within fifteen (15) additional working days.

At any step, the Business Manager of the Union may represent the employee but the employee shall have the opportunity to be present at each step.

## **ARTICLE 16 STEWARDS**

The Business Manager shall have the authority to appoint one of the members to act as Steward. The Steward shall be subject to the same terms and conditions of employment as any other employee, but will not be discriminated against because of his Union activities as a Steward. The Steward may assist a custodial employee in presenting a grievance to the custodian's supervisor. Where the Steward does assist in the presentation of any grievance, such presentation will be after working hours, except where the Unit School Superintendent authorizes otherwise. If the Superintendent does authorize and it shall be during the Steward's regular working day, he shall not suffer any loss of pay.

#### **ARTICLE 17 NO STRIKE – NO LOCK-OUT**

The employees agree not to engage in any strike, slowdown or other concerted refusal to render full and complete services to the School District, in accordance with the respective individual contracts for service; nor to encourage, incite or support any such conduct or activity; nor engage in any picket or related type of activity within the geographic boundaries of the School District. The District agrees that it will not lock out Employees. The provisions of this Article shall apply to all employees of the bargaining unit, notwithstanding the fact that the effective termination date of this contract shall have passed; provided that the employees, or his Collective Bargaining Agent and the School District are bargaining in good faith with reference to a new contract of employment or terms thereof.

#### **ARTICLE 18 SUB-CONTRACTING**

During the term of this Agreement, the School District agrees that it will negotiate in good faith with the Union, prior to implementing subcontracting for work currently performed by bargaining unit members – e.g., the District agrees to bargain with the Union in good faith, prior to implementing any contract with a third party for services which, as of the date of this CBA, are being performed by bargaining unit members. As prescribed by Illinois School Law (see Appendix "B"). The district will not replace members with contracted employees. Temporary employees may be used by the District under the terms of this agreement, provided however, that no temporary employees shall be allowed to work when regular full time employees are available and qualified to do the work in question and are on lay-off through no fault of their own. Under the terms of this Agreement, The district will not contract out District services while regular full time employees are laid off. For the purpose of this section, "lay off" shall include any employee who has had their weekly hours reduced so that they are scheduled to work less than forty (40) hours per week. This section does not include volunteers or services paid for entirely from private source funds and the district retains the right to allow volunteers to work at any time under any

circumstances, consistent with past practices, and to contract services at any time that are paid for in full by a source other than Unit #2.

## **ARTICLE 19 WAGES AND PAY PERIODS**

It is agreed by and between the School District and the Union that the employees of the bargaining unit employed by the District shall be paid for their services with said School District on the commencement date of the Agreement, by the following schedule;

### **YEAR of AGREEMENT**

September 1, 2015 - an additional \$0.50 per hour with a minimum base pay of \$10.40;

September 1, 2016 - an additional \$0.50 per hour with a minimum base pay of \$10.55;

September 1, 2017 - an additional \$0.50 per hour with a minimum base pay of \$10.70;

September 1, 2018 - an additional \$0.50 per hour with a minimum base pay of \$10.85;

It is understood that some employees will have to work what is referred to as the second, or night shift, being that shift of work which commences at or after the hour of 1:00 pm in the afternoon. The additional rate of twenty cents (\$.20) per hour will be paid to those employees of the Union who shall work said second shift during the time school is in session.

It is understood that some employees will have to work what is referred to as the third shift of work which commences at 10:00 pm to 6:30 am Monday thru Friday. The additional rate of thirty cents (\$.30) per hour will be paid to those employees of the Union who shall work said third shift. No overtime will be paid for the hours worked Saturday morning (12:00 am to 6:30 am).

The Coordinator and Supervisors shall receive compensation based on size of buildings and responsibilities. The compensation is as follows:

Custodian Coordinator shall receive an additional \$1.50 per hour

High School Lead Custodian shall receive an additional \$1.00 per hour

Junior High School Lead Custodian shall receive an additional \$1.00 per hour

In the event additional funds are received from the Federal Government that are earmarked to be used for District salaries, and not restricted to certified staff, it is agree to include Custodial Staff.

### **Retirement Increment and IMRF**

Beginning September 1, 2006 the District shall pay instead of the employee, the 4.5% employee share of IMRF.

1. During the term of this Agreement, if any person covered by this Agreement who is sixty (60) years of age or older intends to retire and tenders his written resignation fixing therein a retirement date, he shall paid a retirement increment in addition to his regular wage as set forth in paragraph A and B below:

A. Eight (8) or more years of service: if the employee has been employed regularly and continuously by the School District for a period of eight (8) years, he shall be paid a retirement increment of one dollar and fifty cents (\$1. 50) per hour from the date he tenders his written resignation until the actual time of his retirement.

B. Sixteen (16) or more years of service: if the employee has been employed regularly and continuously by the School District for a period of sixteen (16) years, he shall be paid a retirement increment of two dollars and sixty-five cents (\$2.65) per hour from the date he tenders his written resignation until the actual time of his retirement.

2. Provided, that the payment of any such increment shall only apply during hours that actual service is rendered to the School District; and further provided that such increment shall not be paid for a period of time longer than the last twenty-six (26) weeks of employment. The parties agree that the retirement increment rates set forth shall each be increased by ten cents (\$0.10) per hour per year in each year of this Agreement.

### **LONGEVITY BONUS**

Employees in the bargaining unit shall, in addition to their applicable rate of pay, also be eligible for "longevity bonuses" after set periods of continuous employment in the District, as shown in the paragraph below,

| <b>Continuous Period of Employment</b> | <b>Longevity Bonus</b> |
|----------------------------------------|------------------------|
| After five (5) years of employment     | \$50.00 bonus          |
| After ten (10) years of employment     | \$100.00 bonus         |
| After fifteen (15) years of employment | \$150.00 bonus         |
| After twenty (20) years of employment  | \$200.00 bonus         |

Employees shall be paid on the present pay periods.

**ARTICLE 20  
DUES DEDUCTION**

Beginning January 1, 2000 dues and initiation fees levied by the Union on the employees covered by this agreement shall be deducted from the wages of such employees each pay period on a prorated basis and remitted by the Employer to the Secretary-Treasurer of the said Union. The deduction, however, is to apply only to such employees covered by this Agreement who authorize the Employer in writing to so check off. In the event of any contest regarding a check-off or payment to the Union, the Union shall indemnify, save and hold harmless to the employer for any and all expenses, payments, losses, damages, costs, and reasonable attorney's fees resulting from such contention. The dues authorization form to be signed by the employee shall be provided by the Union.

**ARTICLE 21  
COMPLETE UNDERSTANDING**

The terms and conditions set forth in this Contract represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

**ARTICLE 22  
WAIVER OF BARGAINING**

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and that negotiations will not be re-opened on any item which was a specific subject of the negotiations leading to this Agreement, whether contained in this Agreement or not, nor will negotiations be re-opened on the effect of any legal permissible management action, during the life of this Agreement, unless a mandatory subject of bargaining requiring impact bargaining in accordance with the requirements of the Illinois Educational Labor Relations Act.

**ARTICLE 23  
BEGINNING AND DURATION OF AGREEMENT**

It is agreed that after notice to bargain is received, the parties shall begin negotiations and shall meet regularly until an Agreement has been reached. If no Agreement is reached prior to the expiration of the contract, and both parties agree, the Federal Mediation and Conciliation Service shall be used. The original Contract provisions shall remain in full force and effect until a conclusion is reached through mediation.

This Agreement shall be in full force and effect from September 1, 2015 through August 31, 2019, and shall automatically continue year to year thereafter. Either party desiring change in the same shall notify the other party in writing at least one hundred and twenty (120) days prior to September 1, 2019 and each year thereafter. Such other party must respond in writing to the party desiring change within thirty (30) days after such notification. During the ensuring bargaining for a successor Agreement, all matters subject to be negotiated or matters included in this Agreement shall be proper matters for negotiation at such hearing.

**IN WITNESS WHEREOF**, the parties hereunto have executed this Memorandum of Agreement.

**For The Employer:**

Community Unit School  
District No. 2  
Williamson County, Illinois



Dr. Keith Oates, Superintendent

Date: 7/21/15



Michael Absher,  
School Board President

Date: 7/21/15

**For The Union:**

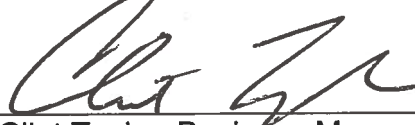
Laborers' Local 773



Kevin L. Starr, Business Manager

Date: 7-31-15

The Southern and Central Illinois  
Laborers' District Council



Clint Taylor, Business Manager

Date: 8/3/15

**APPENDIX "A"**  
**DUES CHECK-OFF AUTHORIZATION FORM**  
**LABORERS' LOCAL 773**  
**5102 LABORERS' WAY**  
**MARION, IL 62959**

**AFFILIATED WITH**  
**THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA**  
**MARION SCHOOL DISTRICT UNIT #2 CUSTODIANS**

I, \_\_\_\_\_, (print name), do hereby assign to Laborers' Local Union No. 773, Laborers' International Union of North America, such amounts from my wages as shall be required to pay an amount equivalent to the initiation fees, readmission fees, membership dues, and assessments of the Local Union as may be established for its members from time to time. My Employer, including my present Employer and any future Employer, is hereby authorized to deduct amounts from my wages and pay the same to the Local Union and/or its authorized representative, in accordance with the Collective Bargaining Agreement in existence between the Union and my Employer.

This authorization shall become operative upon the effective date of each Collective Bargaining Agreement entered into between my Employer and the Union.

This authorization shall be irrevocable for a period of one year, or until termination of the Collective Bargaining Agreement in existence between my Employer and the Union, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one year each, or for the period of any subsequent agreement between my Employer and the Union, whichever is shorter, unless written notice is given by me to my Employer and the Local Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable Collective Bargaining Agreement between my Employer and the Union, whichever occurs sooner. For the effective period of this check-off authorization and assignment, I hereby waive any right I may have to resign my Union membership. Furthermore, this check-off authorization shall continue in accordance with the above renewal and revocation provisions irrespective of my membership in the Union.

Union Dues and fees are not tax deductible as charitable contributions for federal income tax purposes. Local dues may qualify as business expenses, however, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

This assignment has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Phone \_\_\_\_\_ Employee Signature \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

\_\_\_\_\_  
**DUES**

\_\_\_\_\_  
**START DATE**

\_\_\_\_\_  
**INITIATION**

## APPENDIX "B"

- 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 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
    - a. 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 the school board meets all of its obligations under the Illinois Educational Labor Relations Act.
    - b. The changes to this Section made by this amendatory Act of the 95<sup>th</sup> General Assembly are not applicable to the non-instructional services of a school district that on the effective date of this amendatory Act of the 95<sup>th</sup> General Assembly are performed for the school district by a third party.