

1 AN ACT concerning local government.

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

4 Section 5. The Illinois Police Training Act is amended by
5 adding Section 6.5 as follows:

6 (50 ILCS 705/6.5 new)

7 Sec. 6.5. Hiring decisions; inspection of employment
8 records.

9 (a) No law enforcement agency shall make a final offer of
10 employment for the position of probationary police officer,
11 probationary part-time police officer, full-time law
12 enforcement officer, or part-time law enforcement officer
13 without requiring the execution of a signed release from the
14 applicant, presented in accordance with this Section,
15 directing any and all entities that previously employed the
16 individual to produce or make available for inspection all
17 employment records, including background investigation
18 materials collected in connection with making a final offer of
19 employment; duty-related physical and psychological
20 fitness-for-duty examinations; work performance records;
21 records of criminal, civil, or administrative investigations
22 of conduct; arrests; convictions; findings of guilt; pleas of
23 guilty; or pleas of nolo contendere.

1 (b) Any law enforcement agency or other previous employer
2 that receives a signed request for the employment records of
3 any current or former employee, as described in subsection
4 (a), shall produce those records to the requesting law
5 enforcement agency within 14 days after receipt of that
6 request. If additional time is required for production of the
7 requested records, the producing law enforcement agency or
8 other previous employer may advise the requesting law
9 enforcement agency that an extension of up to 14 days is
10 required. The producing law enforcement agency shall also
11 execute and provide a signed verification that indicates all
12 responsive records have been provided and that no known
13 records have been intentionally withheld. The producing law
14 enforcement agency or other previous employer shall also
15 certify in writing that it is not aware of any other credible,
16 verifiable, relevant, and material information regarding the
17 applicant that would reflect negatively on the applicant's
18 fitness for employment as an officer and that is not contained
19 in the records produced.

20 (c) The requesting law enforcement agency or the Board may
21 be required to pay the reasonable costs and expenses of the
22 agency that is collecting and producing responsive records.

23 (d) With the exception of social security numbers,
24 individual taxpayer identification numbers, driver's license
25 and state identification card numbers, financial account
26 numbers, and debit and credit card numbers, all records

1 referenced in paragraph (1) shall be produced without any
2 redaction, and no nondisclosure, separation, or settlement
3 agreement shall prevent the production of these records. If
4 some records have been sealed or otherwise protected by a
5 court order, then the requesting agency shall be advised in
6 writing so it can seek appropriate relief from the court that
7 entered the sealing or nondisclosure order.

8 (e) If an entity required to produce records in accordance
9 with this Section fails to produce the requested records, the
10 requesting law enforcement agency may seek a court order to
11 compel the production of those records. In addition to
12 granting equitable relief, the circuit court may also award
13 the requesting agency fees and costs, including reasonable
14 attorney's fees incurred in seeking a court order.

15 (f) The requesting law enforcement agency shall receive
16 and review all materials before making a final offer of
17 employment.

18 (g) The requirements of this Section are in addition to
19 and not in lieu of the other investigations required under the
20 Act.

21 (h) The provisions of this Section do not apply to the
22 extent that they are inconsistent with provisions otherwise
23 agreed to in collective bargaining agreements in effect on the
24 effective date of this amendatory Act of the 104th General
25 Assembly. A collective bargaining agreement that conflicts
26 with this Section may not be entered into, modified, or

1 extended on or after the effective date of this amendatory Act
2 of the 104th General Assembly. These provisions also do not
3 apply if the previous law enforcement employer has been
4 provided with a directive and explanation, in writing, from
5 the State's Attorney of the county in which the previous law
6 enforcement employer is located that the previous law
7 enforcement employer is not legally authorized to provide the
8 requested information.

9 (i) The written release to be signed and executed by an
10 applicant, directing any agency that previously employed the
11 applicant to produce or make available for inspection all of
12 the applicant's employment records, as required by this
13 Section, may take the following form:

14 CONSENT AND RELEASE FOR BACKGROUND INVESTIGATION

15 Acknowledgment of Consent

16 I, [Applicant's Name], acknowledge that I am seeking
17 employment in a safety-sensitive field and that establishing
18 my employment eligibility requires a thorough investigation
19 into my background and character.

20 Furthermore, I acknowledge and agree that as a condition
21 of being considered for employment with [Prospective
22 Employer's Name] ("Employer"), or for maintaining my continued
23 employment with the employer, it is required that I consent to
24 a complete and thorough investigation of my background to
25 determine whether I am a suitable candidate for the position
26 of [Name of Job Title] with the employer.

1 Mandatory Background Investigation

2 I authorize the employer to conduct a background
3 investigation of me, which shall include, but shall not be
4 limited to, a:

5 (1) a review of my complete employment history;

6 (2) a review of my complete criminal history;

7 (3) a review of driving records;

8 (4) a background check with the Department of Children
9 and Family Services;

10 (5) interviews with my personal references;

11 (6) a review of all internal investigation files from
12 any previous employers;

13 (7) a verification of academic credentials and
14 licenses;

15 (8) a review of my military service history, if any;

16 and

17 (9) a review of the Illinois Law Enforcement Training
18 Standards Board's records and officer misconduct database.

19 Credit Check

20 I hereby consent to the employer obtaining and reviewing
21 any credit and consumer reports, as permitted under the
22 federal Fair Credit Reporting Act and local or state credit
23 privacy laws, if applicable. I understand that the Fair Credit
24 Reporting Act, 15 U.S.C. 1681, et seq., authorizes me to
25 request a copy of any consumer credit report from the consumer
26 reporting agency that compiled the report.

1 Consent to Release of Information

2 I hereby consent to the release of all employment records
3 from my current and former employers, including, but not
4 limited to:

5 (1) job applications;

6 (2) personnel files;

7 (3) internal investigations;

8 (4) separation agreements;

9 (5) pre-employment evaluations;

10 (6) tests;

11 (7) questionnaires;

12 (8) fitness-for-duty examinations; and

13 (9) any other information obtained about me by the
14 entity to whom this Consent is presented.

15 Consent to Required Interviews and Evaluations

16 I further agree to participate in a personal interview,
17 testing process, polygraph examination, post-offer
18 psychological evaluation and medical evaluation, or any
19 combination of those examinations or tests, as determined by
20 the employer.

21 Confidentiality

22 All information obtained by the employer under this
23 background investigation shall be confidential and safeguarded
24 against disclosure to all unauthorized persons as required by
25 law. However, nothing prevents the employer from using the
26 information obtained to evaluate my suitability for

1 employment.

2 I specifically consent to the disclosure of information
3 that may be covered by a settlement agreement or other
4 confidentiality provision entered into with my former
5 employers, and I waive any rights to enforce any prior
6 confidentiality agreement against my former employer about
7 this disclosure.

8 Waiver of Privacy

9 I waive any right or claim to privacy in such information
10 and consent to the disclosure of information that may be
11 exempt from disclosure by law.

12 I waive any right I may have to be notified by any
13 individuals and organizations named in my application for
14 employment before the release of any information to the
15 employer, including the release of information concerning any
16 disciplinary action taken against me by former employers.

17 Indemnification

18 In exchange for this release of all of my personnel
19 information, I, agree to release, discharge, and hold harmless
20 any person, firm, or entity and their employees and agents
21 that disclose information in response to receipt of this
22 consent, from any liability for all claims, liabilities,
23 causes of action, known or unknown, fixed or contingent, that
24 arise from or that are in any manner connected to the
25 disclosure of any personal information as described above. I
26 further release and hold harmless the employer and the

1 employer's respective personnel, employees, and agents from
 2 any liability resulting from or in connection with, the
 3 results of this background investigation concerning my fitness
 4 for employment or continued employment at the employer or the
 5 decision to hire me, not to hire me, or retain me in my
 6 position.

7 Signature

8 I agree to electronically sign this document and certify
 9 that I have read, understand, and agree to the terms and
 10 conditions set forth in this document and that this is a
 11 complete waiver under Section 10 of Employment Record
 12 Disclosure Act.

13 Signature.....

14 Printed Name

15 Social Security No.....

16 (j) The Board and any local or State agency, sheriff,
 17 police chief, county, municipality, private business or
 18 corporation, or other person is immune from suit or liability
 19 for submitting, disclosing, or releasing information of
 20 employment records, including background investigation
 21 materials collected in connection with making a final offer of
 22 employment; duty-related physical and psychological
 23 fitness-for-duty examinations; work performance records;
 24 records of criminal, civil, or administrative investigations
 25 of conduct; arrests; convictions; findings of guilt; pleas of
 26 guilty; or pleas of nolo contendere under this Section upon

1 receiving a written release for those records executed and
2 presented in accordance with this Section, as long as the
3 information is submitted, disclosed, or released in good faith
4 and without malice. The Board, all previous employers, and the
5 agents and employees of all previous employers have immunity
6 for the release of the information.

7 Section 10. The Counties Code is amended by changing
8 Section 3-8002 as follows:

9 (55 ILCS 5/3-8002) (from Ch. 34, par. 3-8002)

10 Sec. 3-8002. Applicability and adoption. The county board
11 of every county having a county police department merit board
12 established under the County Police Department Act (repealed)
13 or a merit commission for sheriff's personnel established
14 under Section 58.1 of "An Act to revise the law in relation to
15 counties", approved March 31, 1874, as amended (repealed),
16 shall adopt and implement the merit system provided by this
17 Division and shall modify the merit system now in effect in
18 that county as may be necessary to comply with this Division.

19 The county board of any county having a population of at
20 least 75,000 ~~less than 1,000,000~~ which does not have a merit
21 board or merit commission for sheriff's personnel shall ~~may~~
22 adopt and implement by ordinance the merit system provided by
23 this Division. For counties with a population of less than
24 75,000, if ~~if~~ the county board does not adopt such a merit

1 system by an ordinance and if a petition signed by not fewer
2 than 5% or 1000, whichever is less, of the registered electors
3 of any such county is filed with the county clerk requesting a
4 referendum on the adoption of a merit system for deputies in
5 the office of the Sheriff, the county board shall, by
6 appropriate ordinance, cause the question to be submitted to
7 the electors of the county, at a special or general election
8 specified in such ordinance, in accordance with the provisions
9 of Section 28-3 of the Election Code. Notice of the election
10 shall be given as provided in Article 12 of that Code. If a
11 majority of those voting on the proposition at such election
12 vote in favor thereof, the county board shall adopt and
13 implement a merit system provided in this Division. When a
14 merit board or merit commission for sheriff's personnel has
15 been established in a county, it may be abolished by the same
16 procedure in which it was established.

17 This Division does not apply to any county having a
18 population of more than 1,000,000 ~~nor to any county which has~~
19 ~~not elected to adopt the merit system provided by this~~
20 ~~Division and which is not required to do so under this Section.~~

21 (Source: P.A. 103-605, eff. 7-1-24.)

22 Section 15. The Personnel Record Review Act is amended by
23 changing Sections 1 and 8 and by adding Section 8.5 as follows:

24 (820 ILCS 40/1) (from Ch. 48, par. 2001)

1 Sec. 1. Definitions. As used in this Act:

2 (a) "Employee" means a person currently employed or
3 subject to recall after layoff or leave of absence with a right
4 to return at a position with an employer or a former employee
5 who has terminated service within the preceding year.

6 (b) "Employer" means an individual, corporation,
7 partnership, labor organization, unincorporated association,
8 the State, an agency or a political subdivision of the State,
9 or any other legal, business, or commercial entity which has 5
10 employees or more than 5 employees exclusive of the employer's
11 parent, spouse or child or other members of his immediate
12 family and includes an agent of the employer.

13 (c) "Law enforcement agency" means any entity with
14 statutory police powers and the ability to employ individuals
15 authorized to make arrests.

16 (d) "Law enforcement personnel file" means all records
17 related to a law enforcement officer's performance,
18 discipline, training, employment history, and any
19 investigation of the law enforcement officer for the duration
20 of the law enforcement officer's employment with the law
21 enforcement agency, including, but not limited to, background
22 investigation materials collected in connection with making a
23 final offer of employment, duty-related physical and
24 psychological fitness-for-duty examinations, work performance
25 records, criminal, civil, or administrative investigations of
26 conduct, arrests, convictions, findings of guilt, pleas of

1 guilty, or pleas of nolo contendere.

2 (Source: P.A. 83-1339.)

3 (820 ILCS 40/8) (from Ch. 48, par. 2008)

4 Sec. 8. An employer shall review a personnel record before
5 releasing information to a third party and, except when the
6 release is required under Section 8.5 or ordered to a party in
7 a legal action or arbitration, delete disciplinary reports,
8 letters of reprimand, or other records of disciplinary action
9 which are more than 4 years old. This Section does not apply to
10 a school district or an authorized employee or agent of a
11 school district who is sharing information related to an
12 incident or an attempted incident of sexual abuse, severe
13 physical abuse, or sexual misconduct as defined in subsection
14 (c) of Section 22-85.5 of this Code.

15 (Source: P.A. 101-531, eff. 8-23-19; 102-702, eff. 7-1-23.)

16 (820 ILCS 40/8.5 new)

17 Sec. 8.5. Release of law enforcement personnel files.

18 (a) A law enforcement agency shall release a complete law
19 enforcement personnel file upon receipt of a written request
20 from a law enforcement agency for the purpose of making an
21 employment determination by the law enforcement agency or a
22 hiring board, such as the Illinois State Police Merit Board or
23 an equivalent board. A written request made under this
24 subsection shall be on the law enforcement agency's official

1 letterhead, signed by the agency head or the agency head's
2 designee, and shall include a written release or waiver for
3 the personnel file and records signed by the law enforcement
4 applicant applying for employment with the law enforcement
5 agency.

6 Except for a social security number, individual taxpayer
7 identification number, driver's license and state
8 identification card number, financial account number, and
9 debit and credit card number, the law enforcement applicant's
10 personnel file shall be produced without any redaction. Any
11 provision in a nondisclosure, separation, or settlement
12 agreement that prohibits the production of a law enforcement
13 personnel file is null and void. If a record has been sealed or
14 otherwise protected by a court order, the producing law
15 enforcement agency shall notify the requesting law enforcement
16 agency and the requesting law enforcement agency may seek
17 appropriate relief from the court that entered the sealing or
18 nondisclosure order.

19 (b) If a request is made for release of a law enforcement
20 personnel file that satisfies the requirements described in
21 subsection (a), the producing law enforcement agency shall
22 release a copy of the law enforcement personnel file to the
23 requesting law enforcement agency no later than 14 days after
24 receipt of the request. If additional time is required for
25 production of the law enforcement personnel file, the
26 producing law enforcement agency may inform the requesting law

1 enforcement agency that an extension of up to 14 days is
2 required.

3 Upon producing a law enforcement personnel file, the
4 producing law enforcement agency shall execute and provide a
5 signed verification form that indicates all responsive records
6 have been provided and that no known records have been
7 intentionally withheld. The producing law enforcement agency
8 shall also certify in writing that it is not aware of any other
9 credible, verifiable, relevant, and material information
10 regarding the applicant that would reflect negatively on the
11 applicant's fitness for employment as an officer and that is
12 not contained in the law enforcement personnel file.

13 (c) The provisions of this Section do not apply to the
14 extent that they are inconsistent with provisions otherwise
15 agreed to in collective bargaining agreements in effect on the
16 effective date of this amendatory Act of the 104th General
17 Assembly. A collective bargaining agreement that conflicts
18 with this Section may not be entered into, modified, or
19 extended on or after the effective date of this amendatory Act
20 of the 104th General Assembly.

21 (d) A law enforcement agency and a law enforcement
22 agency's agents and employees are immune from suit and
23 liability for producing, disclosing, or releasing a law
24 enforcement applicant's personnel file in accordance with this
25 Section.