



Sen. Doris Turner

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LRB104 12056 RLC 24842 a

1 AMENDMENT TO SENATE BILL 1953

2 AMENDMENT NO. _____. Amend Senate Bill 1953 by replacing
3 everything after the enacting clause with the following:

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

1 employment records, including background investigation
2 materials collected in connection with making a final offer of
3 employment; duty-related physical and psychological
4 fitness-for-duty examinations; work performance records;
5 records of criminal, civil, or administrative investigations
6 of conduct; arrests; convictions; findings of guilt; pleas of
7 guilty; or pleas of nolo contendere.

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

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

4 (d) With the exception of social security numbers,
5 individual taxpayer identification numbers, driver's license
6 and state identification card numbers, financial account
7 numbers, and debit and credit card numbers, all records
8 referenced in paragraph (1) shall be produced without any
9 redaction, and no nondisclosure, separation, or settlement
10 agreement shall prevent the production of these records. If
11 some records have been sealed or otherwise protected by a
12 court order, then the requesting agency shall be advised in
13 writing so it can seek appropriate relief from the court that
14 entered the sealing or nondisclosure order.

15 (e) If an entity required to produce records in accordance
16 with this Section fails to produce the requested records, the
17 requesting law enforcement agency may seek a court order to
18 compel the production of those records. In addition to
19 granting equitable relief, the circuit court may also award
20 the requesting agency fees and costs, including reasonable
21 attorney's fees incurred in seeking a court order.

22 (f) The requesting law enforcement agency shall receive
23 and review all materials before making a final offer of
24 employment.

25 (g) The requirements of this Section are in addition to
26 and not in lieu of the other investigations required under the

1 Act.

2 (h) The provisions of this Section do not apply to the
3 extent that they are inconsistent with provisions otherwise
4 agreed to in collective bargaining agreements in effect on the
5 effective date of this amendatory Act of the 104th General
6 Assembly. A collective bargaining agreement that conflicts
7 with this Section may not be entered into, modified, or
8 extended on or after the effective date of this amendatory Act
9 of the 104th General Assembly. These provisions also do not
10 apply if the previous law enforcement employer has been
11 provided with a directive and explanation, in writing, from
12 the State's Attorney of the county in which the previous law
13 enforcement employer is located that the previous law
14 enforcement employer is not legally authorized to provide the
15 requested information.

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

21 CONSENT AND RELEASE FOR BACKGROUND INVESTIGATION

22 Acknowledgment of Consent

23 I, [Applicant's Name], acknowledge that I am seeking
24 employment in a safety-sensitive field and that establishing
25 my employment eligibility requires a thorough investigation
26 into my background and character.

1 Furthermore, I acknowledge and agree that as a condition
2 of being considered for employment with [Prospective
3 Employer's Name] ("Employer"), or for maintaining my continued
4 employment with the employer, it is required that I consent to
5 a complete and thorough investigation of my background to
6 determine whether I am a suitable candidate for the position
7 of [Name of Job Title] with the employer.

8 Mandatory Background Investigation

9 I authorize the employer to conduct a background
10 investigation of me, which shall include, but shall not be
11 limited to, a:

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

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

14 (3) a review of driving records;

15 (4) a background check with the Department of Children
16 and Family Services;

17 (5) interviews with my personal references;

18 (6) a review of all internal investigation files from
19 any previous employers;

20 (7) a verification of academic credentials and
21 licenses;

22 (8) a review of my military service history, if any;
23 and

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

26 Credit Check

1 I hereby consent to the employer obtaining and reviewing
2 any credit and consumer reports, as permitted under the
3 federal Fair Credit Reporting Act and local or state credit
4 privacy laws, if applicable. I understand that the Fair Credit
5 Reporting Act, 15 U.S.C. 1681, et seq., authorizes me to
6 request a copy of any consumer credit report from the consumer
7 reporting agency that compiled the report.

8 Consent to Release of Information

9 I hereby consent to the release of all employment records
10 from my current and former employers, including, but not
11 limited to:

12 (1) job applications;

13 (2) personnel files;

14 (3) internal investigations;

15 (4) separation agreements;

16 (5) pre-employment evaluations;

17 (6) tests;

18 (7) questionnaires;

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

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

22 Consent to Required Interviews and Evaluations

23 I further agree to participate in a personal interview,
24 testing process, polygraph examination, post-offer
25 psychological evaluation and medical evaluation, or any
26 combination of those examinations or tests, as determined by

1 the employer.

2 Confidentiality

3 All information obtained by the employer under this
4 background investigation shall be confidential and safeguarded
5 against disclosure to all unauthorized persons as required by
6 law. However, nothing prevents the employer from using the
7 information obtained to evaluate my suitability for
8 employment.

9 I specifically consent to the disclosure of information
10 that may be covered by a settlement agreement or other
11 confidentiality provision entered into with my former
12 employers, and I waive any rights to enforce any prior
13 confidentiality agreement against my former employer about
14 this disclosure.

15 Waiver of Privacy

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

19 I waive any right I may have to be notified by any
20 individuals and organizations named in my application for
21 employment before the release of any information to the
22 employer, including the release of information concerning any
23 disciplinary action taken against me by former employers.

24 Indemnification

25 In exchange for this release of all of my personnel
26 information, I, agree to release, discharge, and hold harmless

1 any person, firm, or entity and their employees and agents
2 that disclose information in response to receipt of this
3 consent, from any liability for all claims, liabilities,
4 causes of action, known or unknown, fixed or contingent, that
5 arise from or that are in any manner connected to the
6 disclosure of any personal information as described above. I
7 further release and hold harmless the employer and the
8 employer's respective personnel, employees, and agents from
9 any liability resulting from or in connection with, the
10 results of this background investigation concerning my fitness
11 for employment or continued employment at the employer or the
12 decision to hire me, not to hire me, or retain me in my
13 position.

14 Signature

15 I agree to electronically sign this document and certify
16 that I have read, understand, and agree to the terms and
17 conditions set forth in this document and that this is a
18 complete waiver under Section 10 of Employment Record
19 Disclosure Act.

20 Signature.....

21 Printed Name

22 Social Security No.....

23 (j) The Board and any local or State agency, sheriff,
24 police chief, county, municipality, private business or
25 corporation, or other person is immune from suit or liability
26 for submitting, disclosing, or releasing information of

1 employment records, including background investigation
2 materials collected in connection with making a final offer of
3 employment; duty-related physical and psychological
4 fitness-for-duty examinations; work performance records;
5 records of criminal, civil, or administrative investigations
6 of conduct; arrests; convictions; findings of guilt; pleas of
7 guilty; or pleas of nolo contendere under this Section upon
8 receiving a written release for those records executed and
9 presented in accordance with this Section, as long as the
10 information is submitted, disclosed, or released in good faith
11 and without malice. The Board, all previous employers, and the
12 agents and employees of all previous employers have immunity
13 for the release of the information.

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

16 (55 ILCS 5/3-8002) (from Ch. 34, par. 3-8002)

17 Sec. 3-8002. Applicability and adoption. The county board
18 of every county having a county police department merit board
19 established under the County Police Department Act (repealed)
20 or a merit commission for sheriff's personnel established
21 under Section 58.1 of "An Act to revise the law in relation to
22 counties", approved March 31, 1874, as amended (repealed),
23 shall adopt and implement the merit system provided by this
24 Division and shall modify the merit system now in effect in

1 that county as may be necessary to comply with this Division.

2 The county board of any county having a population of at
3 least 75,000 ~~less than 1,000,000~~ which does not have a merit
4 board or merit commission for sheriff's personnel shall ~~may~~
5 adopt and implement by ordinance the merit system provided by
6 this Division. For counties with a population of less than
7 75,000, if ~~if~~ the county board does not adopt such a merit
8 system by an ordinance and if a petition signed by not fewer
9 than 5% or 1000, whichever is less, of the registered electors
10 of any such county is filed with the county clerk requesting a
11 referendum on the adoption of a merit system for deputies in
12 the office of the Sheriff, the county board shall, by
13 appropriate ordinance, cause the question to be submitted to
14 the electors of the county, at a special or general election
15 specified in such ordinance, in accordance with the provisions
16 of Section 28-3 of the Election Code. Notice of the election
17 shall be given as provided in Article 12 of that Code. If a
18 majority of those voting on the proposition at such election
19 vote in favor thereof, the county board shall adopt and
20 implement a merit system provided in this Division. When a
21 merit board or merit commission for sheriff's personnel has
22 been established in a county, it may be abolished by the same
23 procedure in which it was established.

24 This Division does not apply to any county having a
25 population of more than 1,000,000 ~~nor to any county which has~~
26 ~~not elected to adopt the merit system provided by this~~

~~Division and which is not required to do so under this Section.~~

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

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

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

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

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

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

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

(d) "Law enforcement personnel file" means all records related to a law enforcement officer's performance, discipline, training, employment history, and any investigation of the law enforcement officer for the duration

1 of the law enforcement officer's employment with the law
2 enforcement agency, including, but not limited to, background
3 investigation materials collected in connection with making a
4 final offer of employment, duty-related physical and
5 psychological fitness-for-duty examinations, work performance
6 records, criminal, civil, or administrative investigations of
7 conduct, arrests, convictions, findings of guilt, pleas of
8 guilty, or pleas of nolo contendere.

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

10 (820 ILCS 40/8) (from Ch. 48, par. 2008)

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

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

23 (820 ILCS 40/8.5 new)

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

1 (a) A law enforcement agency shall release a complete law
2 enforcement personnel file upon receipt of a written request
3 from a law enforcement agency for the purpose of making an
4 employment determination by the law enforcement agency or a
5 hiring board, such as the Illinois State Police Merit Board or
6 an equivalent board. A written request made under this
7 subsection shall be on the law enforcement agency's official
8 letterhead, signed by the agency head or the agency head's
9 designee, and shall include a written release or waiver for
10 the personnel file and records signed by the law enforcement
11 applicant applying for employment with the law enforcement
12 agency.

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

26 (b) If a request is made for release of a law enforcement

1 personnel file that satisfies the requirements described in
2 subsection (a), the producing law enforcement agency shall
3 release a copy of the law enforcement personnel file to the
4 requesting law enforcement agency no later than 14 days after
5 receipt of the request. If additional time is required for
6 production of the law enforcement personnel file, the
7 producing law enforcement agency may inform the requesting law
8 enforcement agency that an extension of up to 14 days is
9 required.

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

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

1 of the 104th General Assembly.

2 (d) A law enforcement agency and a law enforcement
3 agency's agents and employees are immune from suit and
4 liability for producing, disclosing, or releasing a law
5 enforcement applicant's personnel file in accordance with this
6 Section.".