

1 AN ACT concerning veterans.

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

4 ARTICLE 1. GENERAL PROVISIONS

5 Section 1-1. Short title; references to Act.

6 (a) Short title. This Act may be cited as the Service
7 Member Education Rights Veneration Act.

8 (b) References to Act. This Act may be referred to as the
9 SERVE Act.

10 Section 1-5. Legislative intent. As a guide to the
11 interpretation and application of this Act, the public policy
12 of the State is declared as follows:

13 (a) The General Assembly recognizes the common public
14 interest in safeguarding and promoting participation in
15 military service to the United States and the State by:

16 (1) minimizing disadvantages to military service while
17 pursuing higher education;

18 (2) providing prompt readmission and preservation of
19 academic status for service member students returning from
20 military service in a manner that (A) minimizes disruption
21 to academic pursuits and (B) limits institutional legal
22 risk associated with developing and granting

1 accommodations; and

2 (3) prohibiting discrimination against and
3 interference with military service.

4 (b) This law shall be interpreted as comprising a
5 foundation of protections guaranteed by this Act; therefore,
6 nothing in this Act shall supersede, nullify, or diminish any
7 federal or State law, including any local law or ordinance,
8 contract, agreement, policy, plan, practice, or other matter
9 that establishes a right or benefit that is more beneficial
10 to, or is in addition to, a right or benefit provided in this
11 Act.

12 (c) This Act shall be liberally construed to effectuate
13 its purposes and provisions for the benefit of the service
14 member student who has volunteered to serve this country and
15 this State despite the risk of interruption in the pursuit of
16 higher education. Such sacrifice benefits everyone but is made
17 by relatively few.

18 (d) This Act requires institutions of higher education to
19 think beyond their existing policy and practice to act in
20 practical ways that better accommodate service member students
21 whose participation in military service presents individually
22 unique and complicated challenges.

23 (e) The new service member benefits provided under this
24 Act apply on and after the effective date of this Act.

25 Section 1-10. Definitions. As used in this Act:

1 "Academic military leave" means any period of leave of
2 absence by a service member student to perform military
3 service.

4 "Academic status" means a service member student's
5 academic position in an institution of higher education in
6 terms of academic program, enrollment status, credit or clock
7 hours completed, academic standing, and academic progress.

8 "Academic program" means a set of academic requirements
9 that lead to a degree, diploma, certificate, or any other such
10 credential.

11 "Academic progress" means the degree to which a service
12 member student is on track to graduate on time and is meeting
13 the institution's academic standards for satisfactory
14 completion of an academic program.

15 "Academic standing" means grade point average.

16 "Academic year division" means the method in which an
17 institution divides the academic year, including semester,
18 quarter, trimester, 4-1-4 system, 4-4-1 system, continuous or
19 year-round, block, 3-term system, or any other such method of
20 determining the division of an academic year.

21 "Accommodation" means a mutually agreed upon modification
22 between a service member student and the institution to
23 academic coursework that creates an opportunity for a service
24 member student to avoid negative impact on academic status
25 because of academic military leave. "Accommodation" includes,
26 but is not limited to, make-up work, flexible deadlines,

1 alternative assignments, make-up exams, accessing missed
2 lecture materials, remote participation, extended time for
3 tasks, course adjustments, and opportunities to complete
4 assignments, tasks, exams, and other course requirements
5 earlier than their respective due dates.

6 "Appropriate military authority" means any commissioned,
7 warrant, or noncommissioned officer authorized to issue orders
8 for military service in the Armed Forces of the United States
9 or the National Guard of any state or territory.

10 "Discrimination" means any unjust or prejudicial
11 treatment, including, but not limited to, harassment, based on
12 perceived or actual association or affiliation with military
13 service.

14 "Enrollment status" means whether a service member student
15 is full-time, part-time, half-time, withdrawn, degree-seeking,
16 non-degree-seeking, a graduate, on leave, or in any other such
17 matriculation relationship to the institution or program.

18 "Financial aid" means any moneys, including, but not
19 limited to, grants, scholarships, work-study, and loans,
20 provided to help service member students in remunerating an
21 institution of higher education. It includes veterans'
22 education benefits such as those provided under the
23 Servicemen's Readjustment Act of 1944 and the Illinois Veteran
24 grant program under the Higher Education Student Assistance
25 Act.

26 "Institution" or "institution of higher education" means a

1 public or private college, university, or other institution
2 that provides postsecondary education and awards degrees,
3 diplomas, certificates, or other such credential.

4 "ISERRA Advocate" means the Illinois Service Member
5 Employment and Reemployment Rights Act Advocate appointed by
6 the Attorney General under Section 30-5 of the Service Member
7 Employment and Reemployment Rights Act.

8 "Military accommodation" means specific accommodation
9 granted by, and at the sole discretion of, appropriate
10 military authority with respect to a service member student.
11 It may be requested by the service member student or an
12 institution and relates to the timing, frequency, and duration
13 of impending academic military leave with the sole purpose to
14 prevent or limit negative impact on a service member student's
15 academic status.

16 "Military service" means a service member student receives
17 orders in the Armed Forces of the United States, the National
18 Guard of any state or territory regardless of status or
19 voluntariness, or the Illinois State Guard as described in the
20 State Guard Act. "Military service" includes service under the
21 authority of U.S.C. Titles 10, 14, or 32, or State Active Duty.
22 "Military service" includes active and inactive duty.

23 "Reasonable efforts" means actions taken to accommodate
24 service member students due to academic military leave, but
25 does not require significant difficulty or expense on the
26 operation of the institution of higher education or on

1 educational standards.

2 "Service member student" means a person enrolled in an
3 institution of higher education who is eligible to be ordered
4 to military service.

5 "Volunteer orders" means reserve component voluntary
6 active service as that term is defined in Section 1-10 of the
7 Service Member Employment and Reemployment Rights Act.

8 Section 1-15. Applicability. This Act applies when
9 military duty presents a conflict with academic status. This
10 Act is not meant as a substitute for poor planning on the part
11 of the service member student. This Act does not apply where
12 there is no conflict between institutional and military
13 service requirements. Nothing in this Act prohibits an
14 institution from acting consistently with established policy
15 and procedure for dealing with misconduct on the part of a
16 service member student.

17 ARTICLE 5. ACCOMMODATION AND READMISSION REQUIREMENTS

18 Section 5-5. Readmission.

19 (a) Institutions shall accommodate a service member
20 student's academic military leave and grant prompt readmission
21 when the service member student:

22 (1) has not exceeded a cumulative academic military
23 leave period beyond 5 years;

1 (2) provides advance notice of academic military leave
2 to the institution; and

3 (3) provides notice of intent to return to the
4 institution.

5 (b) Prompt readmission. The institution must readmit a
6 service member student on academic military leave into the
7 next class, classes, or academic year division following the
8 receipt of the notice of intent to return in accordance with
9 the terms of the accommodation.

10 (c) Exemptions to readmission. A service member student's
11 eligibility for readmission under this Act terminates upon the
12 occurrence of any of the following events:

13 (1) A separation of such service member student from
14 military service with a dishonorable or bad conduct
15 discharge.

16 (2) A dismissal from military service in the case of a
17 service member student who is a commissioned or warrant
18 officer.

19 (3) A dropping of such service member student from the
20 rolls.

21 (d) The service member student has an obligation to timely
22 self-report to the institution when any of the exemptions to
23 readmission listed in subsection (c) occur.

24 (e) A service member student shall provide documentation
25 demonstrating applicability of exemptions upon request by the
26 institution, subject to the following:

1 (1) The institution cannot request specific
2 documentation.

3 (2) Documentation provided shall be from appropriate
4 military authority.

5 (3) Documentation shall be provided as soon as
6 practicable.

7 (f) Rights and benefits under this Act shall not be
8 withheld until an exemption becomes evident.

9 (g) Loss of readmission rights under this Act subjects the
10 service member student to the institution's applicable
11 policies and procedures.

12 (h) When an institution has reason to believe that an
13 exemption may be applicable but is not reported, the
14 institution shall notify the Attorney General's ISERRA
15 Advocate. Upon receiving notification, the Attorney General
16 shall investigate to determine if an exemption exists.
17 Intentional failure to timely report an applicable exemption
18 shall result in loss of readmission and preservation of
19 academic status rights under this Act and subjects the service
20 member student to the institution's applicable policies and
21 procedures. When failure to report involves the use of public
22 funds, the Attorney General shall investigate to determine if
23 any law has been violated and if recoupment of public funds is
24 warranted. Results of any investigation may be shared with
25 appropriate military authority at the discretion of the
26 Attorney General.

1 Section 5-10. Academic military leave.

2 (a) Permission. A service member student is not required
3 to get permission from his or her institution for academic
4 military leave. The service member student is only required to
5 provide advance notice of pending military service in
6 accordance with this Act. Advance notice entitles a service
7 member student to academic military leave.

8 (b) Conditions. An institution of higher education may not
9 impose conditions for academic military leave not otherwise
10 imposed under this Act or other applicable law.

11 (1) This subsection shall not be construed to prevent
12 an institution from providing conditions as part of
13 academic accommodation.

14 (2) This subsection shall not be construed to prevent
15 an institution from establishing reasonable policies,
16 procedures, and practices in furtherance of this Act.

17 (c) Military accommodation. A service member student is
18 not required to accommodate an institution's needs as to the
19 timing, frequency, or duration of academic military leave;
20 however, institutions are permitted and encouraged to request
21 accommodations that benefit the service member student in
22 advance of such academic military leave, subject to the
23 following:

24 (1) Such requests shall be in collaboration with and
25 in the best interest of service member students.

1 (2) Such requests shall be directed to the attention
2 of the appropriate military authority.

3 (3) The accommodation of such requests is subject to
4 military law and discretion.

5 (d) Academic obligation not excused. Academic military
6 leave alone does not excuse a service member student from any
7 academic obligation except at the sole discretion of the
8 institution as part of an accommodation.

9 Section 5-15. Accommodation.

10 (a) Notice of pending academic military leave entitles
11 service member students to institutional accommodation.

12 (b) Accommodations. Accommodation made by an institution
13 of higher education under this Act:

14 (1) Shall be mutually agreed upon and conditioned on
15 tasks that both sides must complete to fulfill the
16 agreement.

17 (2) Shall be in writing such as in an email, letter, or
18 some other written form.

19 (3) Shall not violate any law prohibiting
20 discrimination.

21 (4) Shall not violate any rights granted by this Act
22 or other law.

23 (5) Shall be created with the purpose of compliance
24 with this Act.

25 (6) Shall benefit the service member student.

1 (7) Shall be tailored to the unique academic status,
2 military requirements, and circumstantial constraints
3 specific to each service member student who finds himself
4 or herself in a position warranting accommodation.

5 (8) Shall be amendable when a material condition
6 changes or upon agreement by the institution and the
7 service member student.

8 (9) Shall present a reasonable opportunity for the
9 service member student to maintain academic status as
10 follows:

11 (A) Readmission into the same academic program is
12 subject to the following:

13 (i) If the specific academic program is no
14 longer offered but the coursework can be
15 completed, then the service member student shall
16 be given the opportunity to complete the
17 coursework for that academic program.

18 (ii) If the coursework is not available, then
19 the service member student shall be admitted into
20 the academic program that is most similar to his
21 or her original academic program.

22 (B) Readmission to the same academic enrollment
23 status.

24 (C) Readmission with the same number of credit
25 hours or clock hours unless the service member student
26 is readmitted to a different academic program to which

1 the completed credit hours or clock hours are not
2 transferable.

3 (D) Readmission with the same academic standing
4 subject to changes in grade point average resulting
5 from any accommodation.

6 (E) Readmission with the same academic progress.

7 (10) The specifics and nature of any accommodation
8 shall be at the sole discretion of the institution of
9 higher education in consultation with the service member
10 student.

11 (11) Shall be reasonable under the circumstances.

12 (12) Shall not require, plan, or depend on the
13 performance of coursework during academic military leave
14 subject to the provision that nothing in this subsection
15 prevents a service member student from performing
16 coursework during academic military leave on the service
17 member student's own initiative.

18 (c) Accommodations shall not create a broad rule, policy,
19 or practice applicable beyond the terms of the specific
20 accommodation applicable to a specific service member student,
21 except at the sole discretion of the institution of higher
22 education.

23 (d) Reimbursement. All expenses, including, but not
24 limited to, tuition, fees, and penalties, charged by the
25 institution are fully refundable for any academic year
26 division the institution determines that withdrawal, due to

1 military service, is the only appropriate accommodation based
2 on the characteristics of the academic military leave in
3 question subject to the following:

4 (1) Financial aid. Financial aid shall be credited for
5 the academic year division requiring withdrawal due to
6 military service, unless expressly prohibited by the terms
7 of such financial aid or impossible or unreasonable under
8 the circumstances.

9 (2) Scholarship, grant, or loan. A service member
10 student's eligibility for a State-supported scholarship,
11 grant, or loan for attendance at an institution shall not
12 be adversely affected by the service member student's
13 failure to complete coursework because of the service
14 member student's military service.

15 (3) Housing under the control of the institution. The
16 service member student may be charged for any period in
17 which student housing is occupied by the service member
18 student and subject to the federal Servicemembers Civil
19 Relief Act (50 U.S.C. 3900 et seq.).

20 (4) Textbooks. If a service member student must
21 withdraw from any course due to military service, the
22 service member student shall receive the maximum price,
23 based on condition, for physical textbooks purchased from
24 the bookstore under the control of and associated with the
25 institution. Such students shall receive a full refund for
26 electronic books.

1 (5) All other expenses. All other expenses charged by
2 the institution and that the service member student has
3 used or taken advantage of shall be reimbursed pro rata.
4 If determining the pro rata share is not possible, then
5 the service member student shall be reimbursed the full
6 amount.

7 (e) Withdrawal due to military service. A service member
8 student who is unable to continue in a course due to military
9 service shall be allowed to withdraw with no impact upon the
10 final grade point average of the service member student. Such
11 withdrawal shall be identified on any academic transcript as
12 "withdrawal due to military service" so as not to prejudice
13 the service member student. If the service member student is
14 required to withdraw, such withdrawal shall not disadvantage
15 the service member student as to readmission or re-enrollment.

16 (f) Academic military leave does not count toward any
17 limit on attendance.

18 (g) Mutual accommodation. Any requirement of academic
19 status is deemed met if the service member student requests
20 and the institution grants a different academic program,
21 enrollment status, credit or clock hours, or academic
22 progress. Such accommodation shall not be recognized if made
23 in lieu of the service member student's preferred benefit
24 under law, policy, practice, or agreement.

25 (h) Re-enrollment not possible. If the institution
26 determines that the service member student is not prepared to

1 resume in the same academic status as required in this Act due
2 to standards outside their control, the institution must make
3 reasonable efforts to help the service member student become
4 prepared to resume in the same academic status, including, but
5 not limited to, providing refresher courses, refresher
6 training, and an opportunity to retake any examination. Such
7 efforts shall be at no extra cost to service member students.
8 If, after reasonable efforts on the part of the institution,
9 the service member student is unable to resume in the same
10 academic status, then the obligation to readmit the service
11 member student in the same academic status is deemed to have
12 been met.

13 (i) Rejection of accommodation. Rejection of accommodation
14 that meets the requirements of this Act by a service member
15 student shall subject the service member student to the
16 institution's applicable policies and procedures. Good faith
17 negotiations on the part of the service member student or
18 representative do not constitute rejection of the
19 accommodation.

20 (j) Burden of proof. The institution of higher education
21 carries the burden to show, by a preponderance of the
22 evidence, that:

23 (1) the service member student is re-enrolled in the
24 same or most similar academic program and status;

25 (2) reasonable efforts have been made to prepare the
26 service member student to resume in the same or most

1 similar academic program and status;

2 (3) reasonable efforts made have failed through no
3 fault of the institution; and

4 (4) no other reasonable efforts are available to the
5 institution.

6 Section 5-20. Five-year limit.

7 (a) Five-year limit. In computing the 5-year limit, the
8 academic military leave shall not include any of the following
9 military service:

10 (1) service that is required, beyond 5 years, to
11 complete an initial period of obligated military service;

12 (2) periods in which the service member student was
13 unable to obtain orders releasing the service member
14 student from military service before the expiration of the
15 5-year period and such inability was through no fault of
16 the service member student; or

17 (3) performed by a service member student who is:

18 (A) ordered to or retained on active duty under
19 Section 688, 12301(a), 12301(g), 12302, 12304, or
20 12305 of Title 10 of the United States Code or under
21 Section 2127, 2128, 2308, 2309, 2314, or 712 of Title
22 14 of the United States Code;

23 (B) ordered to or retained on active duty, other
24 than for training, under any provision of law because
25 of war or emergency declared by the President,

1 Congress, the Secretary of a military department, or
2 the Governor of the State;

3 (C) ordered to active duty, other than for
4 training, in support, as determined by the Secretary
5 of a military department, of an operational mission
6 for which personnel have been ordered to active duty
7 under Section 12304 of Title 10 of the United States
8 Code;

9 (D) ordered to active duty in support, as
10 determined by the Secretary of a military department,
11 of a critical mission or requirement of military
12 service;

13 (E) called into federal service as a member of the
14 National Guard under Chapter 15 of Title 10 or under
15 Section 12406 of Title 10 of the United States Code; or

16 (F) called into State Active Duty.

17 (b) Documentation. It is the responsibility of the
18 institution to determine the applicability of the 5-year limit
19 by maintaining records of periods of academic military leave;
20 however, institutions may request documentation necessary to
21 determine if the 5-year rule has been exceeded. Upon request,
22 a service member student shall provide the documentation as
23 soon as practicable. The institution cannot request specific
24 documentation. The documentation provided shall be from an
25 appropriate military authority. The institution's requests for
26 documentation are subject to the following:

1 (1) The request must be reasonable.

2 (2) A service member student must be permitted to
3 continue course work unless and until the documentation,
4 once provided, demonstrates the 5-year limit has been
5 exceeded.

6 (c) Exceeding the 5-year limit. Exceeding the 5-year limit
7 does not obligate an institution to deny readmission.
8 Readmission and conditions thereof are at the sole discretion
9 of the institution.

10 (d) The institution may notify the Attorney General's
11 ISERRA Advocate when the documentation is not provided timely.
12 The Attorney General shall take steps necessary to ensure the
13 appropriate documentation is provided.

14 Section 5-25. Advance notice.

15 (a) Advance notice entitles a service member student to an
16 accommodation and shall be provided in accordance with the
17 following:

18 (1) Notice must be provided in advance of military
19 service unless circumstances make such advance notice
20 impossible or unreasonable under the circumstances. In
21 this case, advance notice shall be provided as soon as it
22 becomes practicable under the circumstances.

23 (2) Notice shall be written but may be verbal if
24 written notice is not reasonable under the circumstances.
25 No required format or rule for timeliness may be imposed.

1 (3) Notice shall be provided by the service member
2 student, spouse of such service member student, or
3 appropriate military authority.

4 (4) Notice shall be provided to each applicable
5 instructor or, if designated by the institution, to the
6 appropriate official.

7 (b) Failure to provide advance notice. Failure to provide
8 advance notice subjects the service member student to the
9 applicable institution's policies and procedures.

10 (c) Exception; military necessity. No notice is required
11 if the giving of such notice is precluded by military
12 necessity, such as when such military service is classified or
13 when notice may compromise or adversely affect a military
14 mission, operation, or exercise if known by the public as
15 determined by appropriate military authority in writing. Such
16 writing need only declare military necessity without further
17 explanation and may be provided at any time with a notice of
18 intent to return.

19 Section 5-30. Notice of intent to return. Notice of intent
20 to return shall be provided to the institution placing the
21 service member student on academic military leave consistent
22 with the following:

23 (1) Intent to return is presumed for academic military
24 leave less than 31 days.

25 (2) Intent to return is presumed when return is part

1 of an established accommodation.

2 (3) Notice of intent to return may be provided at any
3 time between advance notice and within 3 years from the
4 end of the academic military leave period.

5 (4) Notice of intent to return requirement is not met
6 when it is provided later than 3 years after the
7 completion of military service unless a service member
8 student is hospitalized or convalescing from an illness or
9 injury incurred in or aggravated during such military
10 service. In this case, notice of intent to return is not
11 met when it is provided later than 2 years after the end of
12 the period reasonably necessary for recovery of such
13 illness or injury.

14 (5) Failure to provide notice of intent to return
15 subjects the service member student to the institution's
16 established policies and procedures.

17 (6) Notice of intent to return shall be provided to
18 each applicable instructor or, when designated by the
19 institution, to the appropriate official.

20 (7) Notice of intent to return shall be written and in
21 no particular format.

22 (8) Notice of intent to return may be waived by, and at
23 the sole discretion of, the institution. Waiver may be
24 verbal or written or established in policy or procedure.

25 Section 5-35. Discrimination.

1 (a) A person who is a member of, applies to be a member of,
2 performs, has performed, applies to perform, or has an
3 obligation to perform military service shall not be
4 discriminated against by an institution of higher education,
5 including its faculty and staff on the basis of that
6 membership, application for membership, performance of
7 service, obligation, or actual or perceived affiliation with
8 military service.

9 (b) A person who is a spouse or dependent of a person
10 described in subsection (a) shall not be discriminated against
11 by an institution, faculty, or staff based on actual or
12 perceived affiliation or association with such person
13 described in subsection (a).

14 (c) Military service does not need to be the sole reason
15 for discriminatory behavior to be discriminatory but must be,
16 in part, a basis.

17 Section 5-40. Military spouse. The spouse of a service
18 member called to military service may withdraw, without
19 penalty, when such service adversely interferes with the
20 pursuit of higher education of such spouse. Withdrawal shall
21 be marked as "withdrawal due to military service" so as not to
22 prejudice such service member spouse. Such service member
23 spouse shall be entitled to a full refund except for a pro rata
24 share of services used.

1 Section 5-45. Notice of rights and duties.

2 (a) Each institution shall provide service member students
3 entitled to rights and benefits under this Act with a notice of
4 the rights, benefits, and obligations of service member
5 students under this Act provided by the Attorney General's
6 ISERRA Advocate.

7 (b) The requirement for the provision of notice under this
8 Act may be met by the posting of the notice where the
9 institution customarily places notices for service member
10 students.

11 ARTICLE 10. COMPLIANCE

12 Section 10-5. Violation. Any violation of Article 5 is a
13 violation of this Act.

14 Section 10-10. Circuit court action by the Attorney
15 General.

16 (a) If the Attorney General has reason to believe that any
17 institution is engaged in a violation of this Act, then the
18 Attorney General may commence a civil action in the name of the
19 People of the State on behalf of persons within the State to
20 enforce the provisions of this Act in any appropriate circuit
21 court.

22 (b) Prior to initiating a civil action, the Attorney
23 General shall conduct a preliminary investigation to determine

1 whether there is reason to believe that any institution is
2 engaged in a violation of this Act and whether the dispute can
3 be resolved without litigation. In conducting this
4 investigation, the Attorney General may:

5 (1) require the individual or entity to file a
6 statement or report in writing under oath or otherwise, as
7 to all information the Attorney General may consider
8 necessary;

9 (2) examine under oath any person alleged to have
10 participated in or with the knowledge of the alleged
11 violation; or

12 (3) issue subpoenas or conduct hearings in aid of any
13 investigation.

14 (c) Service by the Attorney General of any notice
15 requiring a person to file a statement or report, or of a
16 subpoena upon any person, shall be made:

17 (1) personally, by delivery of a duly executed copy
18 thereof to the person to be served or, if a person is not a
19 natural person, in the manner provided by the Civil
20 Practice Law when a complaint is filed; or

21 (2) by mailing by certified mail, a duly executed copy
22 thereof to the person to be served at his or her last known
23 abode or principal place of business within this State.

24 (d) In lieu of civil action, the individual or entity
25 alleged to have violated this Act may enter into an Assurance
26 of Voluntary Compliance with respect to the alleged violation.

1 Evidence of a violation of an Assurance of Voluntary
2 Compliance shall be prima facie evidence of a violation of
3 this Act in any subsequent proceeding brought by the Attorney
4 General against the alleged violator.

5 (e) Whenever any person or institution fails to comply
6 with any subpoena issued under this Section or whenever
7 satisfactory copying or reproduction of any material requested
8 in an investigation cannot be done, and the person or
9 institution refuses to surrender the material, the Attorney
10 General may file in any appropriate circuit court, and serve
11 upon the person or institution, a petition for a court order
12 for the enforcement of the subpoena or other request.

13 Any person or institution who has received a subpoena
14 issued under subsection (b) may file in the appropriate
15 circuit court, and serve upon the Attorney General, a petition
16 for a court order to modify or set aside the subpoena or other
17 requests. The petition must be filed either: (1) within 20
18 days after the date of service of the subpoena or at any time
19 before the return date specified in the subpoena, whichever
20 date is earlier, or (2) within a longer period as may be
21 prescribed in writing by the Attorney General.

22 The petition shall specify each ground upon which the
23 petitioner relies in seeking relief under this subsection and
24 may be based upon any failure of the subpoena to comply with
25 the provision of this Section or upon any constitutional or
26 other legal right or privilege of the petitioner. During the

1 pendency of the petition in the court, the court may stay, as
2 it deems proper, the running of the time allowed for
3 compliance with the subpoena or other request, in whole or in
4 part, except that the petitioner shall comply with any portion
5 of the subpoena or other request not sought to be modified or
6 set aside.

7 Section 10-15. Remedies.

8 (a) A court in its discretion may award actual damages or
9 any other relief that the court deems proper. Punitive damages
10 are not authorized except in cases involving violations under
11 Section 5-35 prohibiting discrimination, or in a case where
12 intent to subvert the purpose of this Act can be shown. In no
13 case may punitive damages exceed \$100,000 per violation.
14 Reasonable attorney's fees may be awarded to the prevailing
15 party; however, prevailing defendants may only receive
16 attorney's fees if the court makes a finding that the
17 plaintiff acted in bad faith.

18 (b) The Attorney General may bring an action in the name of
19 the people of the State against any institution to restrain by
20 preliminary or permanent injunction the use of any practice
21 that violates this Act. In such an action, the court may award
22 restitution. In addition, the court may assess a civil penalty
23 not to exceed \$25,000 per violation of this Act.

24 (c) If a court orders a party to make payments to the
25 Attorney General and the payments are to be used for the

1 operations of the Office of the Attorney General or if a party
2 agrees to make payment to the Attorney General for the
3 operations of the Office of the Attorney General as part of an
4 Assurance of Voluntary Compliance, then the moneys paid under
5 any of the conditions described in this subsection (c) shall
6 be deposited into the Attorney General Court Ordered and
7 Voluntary Compliance Payment Projects Fund. Moneys in the Fund
8 shall be used, subject to the appropriation, for the
9 performance of any function pertaining to the exercise of the
10 duties of the Attorney General including, but not limited to,
11 enforcement of any law of this State and conducting public
12 education programs; however, any moneys in the Fund that are
13 required by the court or by an agreement to be used for a
14 particular purpose shall be used for that purpose.

15 (d) In any action brought under the provisions of this
16 Act, the Attorney General is entitled to recover costs.

17 (e) If an investigation by the Attorney General finds that
18 the institution has acted in bad faith, a report shall be sent
19 to both State and federal entities that oversee colleges and
20 universities in any capacity.

21 ARTICLE 15. STATUTE OF LIMITATIONS, ISERRA ADVOCATE, RULES AND
22 ELECTION

23 Section 15-5. Statute of limitations. Any action brought
24 under this Act by the Attorney General shall be commenced

1 within 20 years after the date upon which the alleged
2 violation occurred.

3 Section 15-20. ISERRA Advocate.

4 (a) The ISERRA Advocate appointed by the Attorney General
5 under Section 30-5 of the Service Member Employment and
6 Reemployment Rights Act shall enforce this Act on behalf of
7 the Attorney General.

8 (b) Through the ISERRA Advocate, the Attorney General
9 shall have the power to:

10 (1) establish and make available a program to provide
11 training to institutions and service member students;

12 (2) prepare and make available interpretive and
13 educational materials and programs;

14 (3) respond to informal inquiries made by
15 institutions, service member students, and interested
16 members of the public;

17 (4) prepare and make available the notice required
18 under Section 5-45 on the rights, benefits, and
19 obligations under this Act; and

20 (5) investigate allegations of violations of this Act
21 on behalf of the Attorney General.

22 Section 15-25. Governor's election. In a time of national
23 or State emergency, the Governor has the authority to
24 designate persons as entitled to protections under this Act.