



Sen. Mike Porfirio

Filed: 4/9/2026

10400SB3737sam001

LRB104 17838 KTG 36248 a

1 AMENDMENT TO SENATE BILL 3737

2 AMENDMENT NO. _____. Amend Senate Bill 3737 by replacing
3 everything after the enacting clause with the following:

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:

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

3 (2) providing prompt readmission and preservation of
4 academic status for service member students returning from
5 military service in a manner that (A) minimizes disruption
6 to academic pursuits and (B) limits institutional legal
7 risk associated with developing and granting
8 accommodations; and

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

11 (b) This law shall be interpreted as comprising a
12 foundation of protections guaranteed by this Act; therefore,
13 nothing in this Act shall supersede, nullify, or diminish any
14 federal or State law, including any local law or ordinance,
15 contract, agreement, policy, plan, practice, or other matter
16 that establishes a right or benefit that is more beneficial
17 to, or is in addition to, a right or benefit provided in this
18 Act.

19 (c) This Act shall be liberally construed to effectuate
20 its purposes and provisions for the benefit of the service
21 member student who has volunteered to serve this country and
22 this State despite the risk of interruption in the pursuit of
23 higher education. Such sacrifice benefits everyone but is made
24 by relatively few.

25 (d) This Act requires institutions of higher education to
26 think beyond their existing policy and practice to act in

1 practical ways that better accommodate service member students
2 whose participation in military service presents individually
3 unique and complicated challenges.

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

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

7 "Academic military leave" means any period of leave of
8 absence by a service member student to perform military
9 service.

10 "Academic status" means a service member student's
11 academic position in an institution of higher education in
12 terms of academic program, enrollment status, credit or clock
13 hours completed, academic standing, and academic progress.

14 "Academic program" means a set of academic requirements
15 that lead to a degree, diploma, certificate, or any other such
16 credential.

17 "Academic progress" means the degree to which a service
18 member student is on track to graduate on time and is meeting
19 the institution's academic standards for satisfactory
20 completion of an academic program.

21 "Academic standing" means grade point average.

22 "Academic year division" means the method in which an
23 institution divides the academic year, including semester,
24 quarter, trimester, 4-1-4 system, 4-4-1 system, continuous or
25 year-round, block, 3-term system, or any other such method of

1 determining the division of an academic year.

2 "Accommodation" means a mutually agreed upon modification
3 between a service member student and the institution to
4 academic coursework that creates an opportunity for a service
5 member student to avoid negative impact on academic status
6 because of academic military leave. "Accommodation" includes,
7 but is not limited to, make-up work, flexible deadlines,
8 alternative assignments, make-up exams, accessing missed
9 lecture materials, remote participation, extended time for
10 tasks, course adjustments, and opportunities to complete
11 assignments, tasks, exams, and other course requirements
12 earlier than their respective due dates.

13 "Appropriate military authority" means any commissioned,
14 warrant, or noncommissioned officer authorized to issue orders
15 for military service in the Armed Forces of the United States
16 or the National Guard of any state or territory.

17 "Discrimination" means any unjust or prejudicial
18 treatment, including, but not limited to, harassment, based on
19 perceived or actual association or affiliation with military
20 service.

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

25 "Financial aid" means any moneys, including, but not
26 limited to, grants, scholarships, work-study, and loans,

1 provided to help service member students in remunerating an
2 institution of higher education. It includes veterans'
3 education benefits such as those provided under the
4 Servicemen's Readjustment Act of 1944 and the Illinois Veteran
5 grant program under the Higher Education Student Assistance
6 Act.

7 "Institution" or "institution of higher education" means a
8 public or private college, university, or other institution
9 that provides postsecondary education and awards degrees,
10 diplomas, certificates, or other such credential.

11 "ISERRA Advocate" means the Illinois Service Member
12 Employment and Reemployment Rights Act Advocate appointed by
13 the Attorney General under Section 30-5 of the Service Member
14 Employment and Reemployment Rights Act.

15 "Military accommodation" means specific accommodation
16 granted by, and at the sole discretion of, appropriate
17 military authority with respect to a service member student.
18 It may be requested by the service member student or an
19 institution and relates to the timing, frequency, and duration
20 of impending academic military leave with the sole purpose to
21 prevent or limit negative impact on a service member student's
22 academic status.

23 "Military service" means a service member student receives
24 orders in the Armed Forces of the United States, the National
25 Guard of any state or territory regardless of status or
26 voluntariness, or the Illinois State Guard as described in the

1 State Guard Act. "Military service" includes service under the
2 authority of U.S.C. Titles 10, 14, or 32, or State Active Duty.
3 "Military service" includes active and inactive duty.

4 "Reasonable efforts" means actions taken to accommodate
5 service member students due to academic military leave, but
6 does not require significant difficulty or expense on the
7 operation of the institution of higher education or on
8 educational standards.

9 "Service member student" means a person enrolled in an
10 institution of higher education who is eligible to be ordered
11 to military service.

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

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

24 ARTICLE 5. ACCOMMODATION AND READMISSION REQUIREMENTS

1 Section 5-5. Readmission.

2 (a) Institutions shall accommodate a service member
3 student's academic military leave and grant prompt readmission
4 when the service member student:

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

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

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

11 (b) Prompt readmission. The institution must readmit a
12 service member student on academic military leave into the
13 next class, classes, or academic year division following the
14 receipt of the notice of intent to return in accordance with
15 the terms of the accommodation.

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

19 (1) A separation of such service member student from
20 military service with a dishonorable or bad conduct
21 discharge.

22 (2) A dismissal from military service in the case of a
23 service member student who is a commissioned or warrant
24 officer.

25 (3) A dropping of such service member student from the

1 rolls.

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

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

8 (1) The institution cannot request specific
9 documentation.

10 (2) Documentation provided shall be from appropriate
11 military authority.

12 (3) Documentation shall be provided as soon as
13 practicable.

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

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

19 (h) When an institution has reason to believe that an
20 exemption may be applicable but is not reported, the
21 institution shall notify the Attorney General's ISERRA
22 Advocate. Upon receiving notification, the Attorney General
23 shall investigate to determine if an exemption exists.
24 Intentional failure to timely report an applicable exemption
25 shall result in loss of readmission and preservation of
26 academic status rights under this Act and subjects the service

1 member student to the institution's applicable policies and
2 procedures. When failure to report involves the use of public
3 funds, the Attorney General shall investigate to determine if
4 any law has been violated and if recoupment of public funds is
5 warranted. Results of any investigation may be shared with
6 appropriate military authority at the discretion of the
7 Attorney General.

8 Section 5-10. Academic military leave.

9 (a) Permission. A service member student is not required
10 to get permission from his or her institution for academic
11 military leave. The service member student is only required to
12 provide advance notice of pending military service in
13 accordance with this Act. Advance notice entitles a service
14 member student to academic military leave.

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

18 (1) This subsection shall not be construed to prevent
19 an institution from providing conditions as part of
20 academic accommodation.

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

24 (c) Military accommodation. A service member student is
25 not required to accommodate an institution's needs as to the

1 timing, frequency, or duration of academic military leave;
2 however, institutions are permitted and encouraged to request
3 accommodations that benefit the service member student in
4 advance of such academic military leave, subject to the
5 following:

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

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

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

12 (d) Academic obligation not excused. Academic military
13 leave alone does not excuse a service member student from any
14 academic obligation except at the sole discretion of the
15 institution as part of an accommodation.

16 Section 5-15. Accommodation.

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

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

21 (1) Shall be mutually agreed upon and conditioned on
22 tasks that both sides must complete to fulfill the
23 agreement.

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

1 (3) Shall not violate any law prohibiting
2 discrimination.

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

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

7 (6) Shall benefit the service member student.

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

12 (8) Shall be amendable when a material condition
13 changes or upon agreement by the institution and the
14 service member student.

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

18 (A) Readmission into the same academic program is
19 subject to the following:

20 (i) If the specific academic program is no
21 longer offered but the coursework can be
22 completed, then the service member student shall
23 be given the opportunity to complete the
24 coursework for that academic program.

25 (ii) If the coursework is not available, then
26 the service member student shall be admitted into

1 the academic program that is most similar to his
2 or her original academic program.

3 (B) Readmission to the same academic enrollment
4 status.

5 (C) Readmission with the same number of credit
6 hours or clock hours unless the service member student
7 is readmitted to a different academic program to which
8 the completed credit hours or clock hours are not
9 transferable.

10 (D) Readmission with the same academic standing
11 subject to changes in grade point average resulting
12 from any accommodation.

13 (E) Readmission with the same academic progress.

14 (10) The specifics and nature of any accommodation
15 shall be at the sole discretion of the institution of
16 higher education in consultation with the service member
17 student.

18 (11) Shall be reasonable under the circumstances.

19 (12) Shall not require, plan, or depend on the
20 performance of coursework during academic military leave
21 subject to the provision that nothing in this subsection
22 prevents a service member student from performing
23 coursework during academic military leave on the service
24 member student's own initiative.

25 (c) Accommodations shall not create a broad rule, policy,
26 or practice applicable beyond the terms of the specific

1 accommodation applicable to a specific service member student,
2 except at the sole discretion of the institution of higher
3 education.

4 (d) Reimbursement. All expenses, including, but not
5 limited to, tuition, fees, and penalties, charged by the
6 institution are fully refundable for any academic year
7 division the institution determines that withdrawal, due to
8 military service, is the only appropriate accommodation based
9 on the characteristics of the academic military leave in
10 question subject to the following:

11 (1) Financial aid. Financial aid shall be credited for
12 the academic year division requiring withdrawal due to
13 military service, unless expressly prohibited by the terms
14 of such financial aid or impossible or unreasonable under
15 the circumstances.

16 (2) Scholarship, grant, or loan. A service member
17 student's eligibility for a State-supported scholarship,
18 grant, or loan for attendance at an institution shall not
19 be adversely affected by the service member student's
20 failure to complete coursework because of the service
21 member student's military service.

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

1 (4) Textbooks. If a service member student must
2 withdraw from any course due to military service, the
3 service member student shall receive the maximum price,
4 based on condition, for physical textbooks purchased from
5 the bookstore under the control of and associated with the
6 institution. Such students shall receive a full refund for
7 electronic books.

8 (5) All other expenses. All other expenses charged by
9 the institution and that the service member student has
10 used or taken advantage of shall be reimbursed pro rata.
11 If determining the pro rata share is not possible, then
12 the service member student shall be reimbursed the full
13 amount.

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

23 (f) Academic military leave does not count toward any
24 limit on attendance.

25 (g) Mutual accommodation. Any requirement of academic
26 status is deemed met if the service member student requests

1 and the institution grants a different academic program,
2 enrollment status, credit or clock hours, or academic
3 progress. Such accommodation shall not be recognized if made
4 in lieu of the service member student's preferred benefit
5 under law, policy, practice, or agreement.

6 (h) Re-enrollment not possible. If the institution
7 determines that the service member student is not prepared to
8 resume in the same academic status as required in this Act due
9 to standards outside their control, the institution must make
10 reasonable efforts to help the service member student become
11 prepared to resume in the same academic status, including, but
12 not limited to, providing refresher courses, refresher
13 training, and an opportunity to retake any examination. Such
14 efforts shall be at no extra cost to service member students.
15 If, after reasonable efforts on the part of the institution,
16 the service member student is unable to resume in the same
17 academic status, then the obligation to readmit the service
18 member student in the same academic status is deemed to have
19 been met.

20 (i) Rejection of accommodation. Rejection of accommodation
21 that meets the requirements of this Act by a service member
22 student shall subject the service member student to the
23 institution's applicable policies and procedures. Good faith
24 negotiations on the part of the service member student or
25 representative do not constitute rejection of the
26 accommodation.

1 (j) Burden of proof. The institution of higher education
2 carries the burden to show, by a preponderance of the
3 evidence, that:

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

6 (2) reasonable efforts have been made to prepare the
7 service member student to resume in the same or most
8 similar academic program and status;

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

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

13 Section 5-20. Five-year limit.

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

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

19 (2) periods in which the service member student was
20 unable to obtain orders releasing the service member
21 student from military service before the expiration of the
22 5-year period and such inability was through no fault of
23 the service member student; or

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

25 (A) ordered to or retained on active duty under

1 Section 688, 12301(a), 12301(g), 12302, 12304, or
2 12305 of Title 10 of the United States Code or under
3 Section 2127, 2128, 2308, 2309, 2314, or 712 of Title
4 14 of the United States Code;

5 (B) ordered to or retained on active duty, other
6 than for training, under any provision of law because
7 of war or emergency declared by the President,
8 Congress, the Secretary of a military department, or
9 the Governor of the State;

10 (C) ordered to active duty, other than for
11 training, in support, as determined by the Secretary
12 of a military department, of an operational mission
13 for which personnel have been ordered to active duty
14 under Section 12304 of Title 10 of the United States
15 Code;

16 (D) ordered to active duty in support, as
17 determined by the Secretary of a military department,
18 of a critical mission or requirement of military
19 service;

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

23 (F) called into State Active Duty.

24 (b) Documentation. It is the responsibility of the
25 institution to determine the applicability of the 5-year limit
26 by maintaining records of periods of academic military leave;

1 however, institutions may request documentation necessary to
2 determine if the 5-year rule has been exceeded. Upon request,
3 a service member student shall provide the documentation as
4 soon as practicable. The institution cannot request specific
5 documentation. The documentation provided shall be from an
6 appropriate military authority. The institution's requests for
7 documentation are subject to the following:

8 (1) The request must be reasonable.

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

13 (c) Exceeding the 5-year limit. Exceeding the 5-year limit
14 does not obligate an institution to deny readmission.
15 Readmission and conditions thereof are at the sole discretion
16 of the institution.

17 (d) The institution may notify the Attorney General's
18 ISERRA Advocate when the documentation is not provided timely.
19 The Attorney General shall take steps necessary to ensure the
20 appropriate documentation is provided.

21 Section 5-25. Advance notice.

22 (a) Advance notice entitles a service member student to an
23 accommodation and shall be provided in accordance with the
24 following:

25 (1) Notice must be provided in advance of military

1 service unless circumstances make such advance notice
2 impossible or unreasonable under the circumstances. In
3 this case, advance notice shall be provided as soon as it
4 becomes practicable under the circumstances.

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

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

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

14 (b) Failure to provide advance notice. Failure to provide
15 advance notice subjects the service member student to the
16 applicable institution's policies and procedures.

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

1 Section 5-30. Notice of intent to return. Notice of intent
2 to return shall be provided to the institution placing the
3 service member student on academic military leave consistent
4 with the following:

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

7 (2) Intent to return is presumed when return is part
8 of an established accommodation.

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

12 (4) Notice of intent to return requirement is not met
13 when it is provided later than 3 years after the
14 completion of military service unless a service member
15 student is hospitalized or convalescing from an illness or
16 injury incurred in or aggravated during such military
17 service. In this case, notice of intent to return is not
18 met when it is provided later than 2 years after the end of
19 the period reasonably necessary for recovery of such
20 illness or injury.

21 (5) Failure to provide notice of intent to return
22 subjects the service member student to the institution's
23 established policies and procedures.

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

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

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

6 Section 5-35. Discrimination.

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

15 (b) A person who is a spouse or dependent of a person
16 described in subsection (a) shall not be discriminated against
17 by an institution, faculty, or staff based on actual or
18 perceived affiliation or association with such person
19 described in subsection (a).

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

23 Section 5-40. Military spouse. The spouse of a service
24 member called to military service may withdraw, without

1 penalty, when such service adversely interferes with the
2 pursuit of higher education of such spouse. Withdrawal shall
3 be marked as "withdrawal due to military service" so as not to
4 prejudice such service member spouse. Such service member
5 spouse shall be entitled to a full refund except for a pro rata
6 share of services used.

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

8 (a) Each institution shall provide service member students
9 entitled to rights and benefits under this Act with a notice of
10 the rights, benefits, and obligations of service member
11 students under this Act provided by the Attorney General's
12 ISERRA Advocate.

13 (b) The requirement for the provision of notice under this
14 Act may be met by the posting of the notice where the
15 institution customarily places notices for service member
16 students.

17 ARTICLE 10. COMPLIANCE

18 Section 10-5. Violation. Any violation of Article 5 is a
19 violation of this Act.

20 Section 10-10. Circuit court action by the Attorney
21 General.

22 (a) If the Attorney General has reason to believe that any

1 institution is engaged in a violation of this Act, then the
2 Attorney General may commence a civil action in the name of the
3 People of the State on behalf of persons within the State to
4 enforce the provisions of this Act in any appropriate circuit
5 court.

6 (b) Prior to initiating a civil action, the Attorney
7 General shall conduct a preliminary investigation to determine
8 whether there is reason to believe that any institution is
9 engaged in a violation of this Act and whether the dispute can
10 be resolved without litigation. In conducting this
11 investigation, the Attorney General may:

12 (1) require the individual or entity to file a
13 statement or report in writing under oath or otherwise, as
14 to all information the Attorney General may consider
15 necessary;

16 (2) examine under oath any person alleged to have
17 participated in or with the knowledge of the alleged
18 violation; or

19 (3) issue subpoenas or conduct hearings in aid of any
20 investigation.

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

24 (1) personally, by delivery of a duly executed copy
25 thereof to the person to be served or, if a person is not a
26 natural person, in the manner provided by the Civil

1 Practice Law when a complaint is filed; or

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

5 (d) In lieu of civil action, the individual or entity
6 alleged to have violated this Act may enter into an Assurance
7 of Voluntary Compliance with respect to the alleged violation.
8 Evidence of a violation of an Assurance of Voluntary
9 Compliance shall be prima facie evidence of a violation of
10 this Act in any subsequent proceeding brought by the Attorney
11 General against the alleged violator.

12 (e) Whenever any person or institution fails to comply
13 with any subpoena issued under this Section or whenever
14 satisfactory copying or reproduction of any material requested
15 in an investigation cannot be done, and the person or
16 institution refuses to surrender the material, the Attorney
17 General may file in any appropriate circuit court, and serve
18 upon the person or institution, a petition for a court order
19 for the enforcement of the subpoena or other request.

20 Any person or institution who has received a subpoena
21 issued under subsection (b) may file in the appropriate
22 circuit court, and serve upon the Attorney General, a petition
23 for a court order to modify or set aside the subpoena or other
24 requests. The petition must be filed either: (1) within 20
25 days after the date of service of the subpoena or at any time
26 before the return date specified in the subpoena, whichever

1 date is earlier, or (2) within a longer period as may be
2 prescribed in writing by the Attorney General.

3 The petition shall specify each ground upon which the
4 petitioner relies in seeking relief under this subsection and
5 may be based upon any failure of the subpoena to comply with
6 the provision of this Section or upon any constitutional or
7 other legal right or privilege of the petitioner. During the
8 pendency of the petition in the court, the court may stay, as
9 it deems proper, the running of the time allowed for
10 compliance with the subpoena or other request, in whole or in
11 part, except that the petitioner shall comply with any portion
12 of the subpoena or other request not sought to be modified or
13 set aside.

14 Section 10-15. Remedies.

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

25 (b) The Attorney General may bring an action in the name of

1 the people of the State against any institution to restrain by
2 preliminary or permanent injunction the use of any practice
3 that violates this Act. In such an action, the court may award
4 restitution. In addition, the court may assess a civil penalty
5 not to exceed \$25,000 per violation of this Act.

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

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

24 (e) If an investigation by the Attorney General finds that
25 the institution has acted in bad faith, a report shall be sent
26 to both State and federal entities that oversee colleges and

1 universities in any capacity.

2 ARTICLE 15. STATUTE OF LIMITATIONS, ISERRA ADVOCATE, RULES AND
3 ELECTION

4 Section 15-5. Statute of limitations. Any action brought
5 under this Act by the Attorney General shall be commenced
6 within 20 years after the date upon which the alleged
7 violation occurred.

8 Section 15-20. ISERRA Advocate.

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

13 (b) Through the ISERRA Advocate, the Attorney General
14 shall have the power to:

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

17 (2) prepare and make available interpretive and
18 educational materials and programs;

19 (3) respond to informal inquiries made by
20 institutions, service member students, and interested
21 members of the public;

22 (4) prepare and make available the notice required
23 under Section 5-45 on the rights, benefits, and

1 obligations under this Act; and

2 (5) investigate allegations of violations of this Act
3 on behalf of the Attorney General.

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