

1 AN ACT concerning education.

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

4 Section 5. The School Code is amended by changing Sections  
5 22-85.5 and 22-94 as follows:

6 (105 ILCS 5/22-85.5)

7 Sec. 22-85.5. Sexual misconduct in schools.

8 (a) This Section applies beginning on July 1, 2022.

9 (b) The General Assembly finds that:

10 (1) the success of students in school relies on safe  
11 learning environments and healthy relationships with  
12 school personnel;

13 (2) it is important for staff to maintain a  
14 professional relationship with students at all times and  
15 to define staff-student boundaries to protect students  
16 from sexual misconduct by staff and staff from the  
17 appearance of impropriety;

18 (3) many breaches of staff-student boundaries do not  
19 rise to the level of criminal behavior but do pose a  
20 potential risk to student safety;

21 (4) repeated violations of staff-student boundaries  
22 can indicate the grooming of a student for sexual abuse;

23 (5) it is necessary to uphold the State Board of

1 Education's Code of Ethics for Illinois Educators and for  
2 each school district, charter school, or nonpublic school  
3 to have an employee code of professional conduct policy;

4 (6) each school district, charter school, or nonpublic  
5 school must have the ability to discipline educators for  
6 breaches of its employee code of professional conduct  
7 policy;

8 (7) each school district, charter school, or nonpublic  
9 school must have the ability to know if any of its  
10 educators have violated professional staff-student  
11 boundaries in previous employment; and

12 (8) as bystanders, educators may have knowledge of  
13 concerning behaviors that no one else is aware of, so they  
14 need adequate training on sexual abuse, the employee code  
15 of professional conduct policy, and federal and State  
16 reporting requirements.

17 (c) In this Section, "sexual misconduct" means any act,  
18 including, but not limited to, any verbal, nonverbal, written,  
19 or electronic communication or physical activity, by an  
20 employee or agent of the school district, charter school, or  
21 nonpublic school with direct contact with a student that is  
22 directed toward or with a student to establish a romantic or  
23 sexual relationship with the student. Such an act includes,  
24 but is not limited to, any of the following:

25 (1) A sexual or romantic invitation.

26 (2) Dating or soliciting a date.

1 (3) Engaging in sexualized or romantic dialog.

2 (4) Making sexually suggestive comments that are  
3 directed toward or with a student.

4 (5) Self-disclosure or physical exposure of a sexual,  
5 romantic, or erotic nature.

6 (6) A sexual, indecent, romantic, or erotic contact  
7 with the student.

8 (d) To prevent sexual misconduct with students, each  
9 school district, charter school, or nonpublic school shall  
10 develop an employee code of professional conduct policy that  
11 addresses all of the following:

12 (1) Incorporates the Code of Ethics for Illinois  
13 Educators.

14 (2) Incorporates the definition of "sexual misconduct"  
15 in this Section.

16 (3) Identifies the expectations for employees and  
17 agents of the school district, charter school, or  
18 nonpublic school regarding how to maintain a professional  
19 relationship with students, including the expectations for  
20 staff-student boundaries, recognizing the age and  
21 developmental level of the students served, and  
22 establishes guidelines for all of the following  
23 situations:

24 (A) Transporting a student.

25 (B) Taking or possessing a photo or a video of a  
26 student.

1 (C) Meeting with a student or contacting a student  
2 outside of the employee's or agent's professional  
3 role.

4 (4) References the employee reporting requirements  
5 required under the Abused and Neglected Child Reporting  
6 Act and under Title IX of the federal Education Amendments  
7 of 1972.

8 (5) References required employee training that is  
9 related to child abuse and educator ethics that are  
10 applicable under State and federal law.

11 (e) The employee code of professional conduct policy,  
12 guidelines established for all of the situations identified in  
13 paragraph (3) of subsection (d), and all available methods for  
14 how to report staff-student boundary violations within a  
15 school and to external agencies must be posted on the website,  
16 if any, of each school district, charter school, or nonpublic  
17 school and must be included in any staff, student, and ~~or~~  
18 parent handbook provided by the school district, charter  
19 school, or nonpublic, ~~nonsectarian elementary or secondary~~  
20 school.

21 (f) A violation of the employee code of professional  
22 conduct policy may subject an employee to disciplinary action  
23 up to and including dismissal from employment. Failure to  
24 report a violation of the employee code of professional  
25 conduct policy may subject an employee to disciplinary action  
26 up to and including dismissal from employment.

1 (Source: P.A. 102-676, eff. 12-3-21.)

2 (105 ILCS 5/22-94)

3 Sec. 22-94. Employment history review.

4 (a) This Section applies to all permanent and temporary  
5 positions for employment with a school or a contractor of a  
6 school involving direct contact with children or students.

7 (b) In this Section:

8 "Contractor" means firms holding contracts with any school  
9 including, but not limited to, food service workers, school  
10 bus drivers and other transportation employees, who have  
11 direct contact with children or students.

12 "Direct contact with children or students" means the  
13 possibility of care, supervision, guidance, or control of  
14 children or students or routine interaction with children or  
15 students.

16 "School" means a public or nonpublic elementary or  
17 secondary school.

18 "Sexual misconduct" has the meaning ascribed to it in  
19 subsection (c) of Section 22-85.5 of this Code.

20 (c) Prior to hiring an applicant to work directly with  
21 children or students, a school or contractor must ensure that  
22 the following criteria are met:

23 (1) the school or contractor has no knowledge or  
24 information pertaining to the applicant that would  
25 disqualify the applicant from employment;

1           (2) the applicant swears or affirms that the applicant  
2 is not disqualified from employment;

3           (3) using the template developed by the State Board of  
4 Education, the applicant provides all of the following:

5           (A) a list, including the name, address, telephone  
6 number, and other relevant contact information of the  
7 following:

8           (i) the applicant's current employer if the  
9 applicant has direct contact with children or  
10 students at the applicant's current employer;

11           (ii) all former employers of the applicant  
12 that were schools or school contractors, as well  
13 as all former employers at which the applicant had  
14 direct contact with children or students;

15           (B) A written authorization that consents to and  
16 authorizes disclosure by the applicant's current and  
17 former employers under subparagraph (A) of this  
18 paragraph (3) of the information requested under  
19 paragraph (4) of this subsection (c) and the release  
20 of related records and that releases those employers  
21 from any liability that may arise from such disclosure  
22 or release of records pursuant to subsection (e).

23           (C) A written statement of whether the applicant:

24           (i) has been the subject of a sexual  
25 misconduct allegation, unless a subsequent  
26 investigation resulted in a finding that the

1 allegation was false, unfounded, or  
2 unsubstantiated;

3 (ii) has ever been discharged from, been asked  
4 to resign from, resigned from, or otherwise been  
5 separated from any employment, has ever been  
6 disciplined by an employer, or has ever had an  
7 employment contract not renewed due to an  
8 adjudication or finding of sexual misconduct or  
9 while an allegation of sexual misconduct was  
10 pending or under investigation, unless the  
11 investigation resulted in a finding that the  
12 allegation was false, unfounded, or  
13 unsubstantiated; or

14 (iii) has ever had a license or certificate  
15 suspended, surrendered, or revoked or had an  
16 application for licensure, approval, or  
17 endorsement denied due to an adjudication or  
18 finding of sexual misconduct or while an  
19 allegation of sexual misconduct was pending or  
20 under investigation, unless the investigation  
21 resulted in a finding that the allegation was  
22 false, unfounded, or unsubstantiated.

23 (4) The school, ~~or~~ contractor, or regional office of  
24 education or intermediate service center on behalf of a  
25 school district, pursuant to paragraph (1.5) of subsection  
26 (i), shall initiate a review of the employment history of

1 the applicant by contacting those employers listed by the  
2 applicant under subparagraph (A) of paragraph (3) of this  
3 subsection (c) and, using the template developed by the  
4 State Board of Education, request all of the following  
5 information:

6 (A) the dates of employment of the applicant;

7 (B) a statement as to whether the applicant:

8 (i) has been the subject of a sexual  
9 misconduct allegation, unless a subsequent  
10 investigation resulted in a finding that the  
11 allegation was false, unfounded, or  
12 unsubstantiated;

13 (ii) was discharged from, was asked to resign  
14 from, resigned from, or was otherwise separated  
15 from any employment, was disciplined by the  
16 employer, or had an employment contract not  
17 renewed due to an adjudication or finding of  
18 sexual misconduct or while an allegation of sexual  
19 misconduct was pending or under investigation,  
20 unless the investigation resulted in a finding  
21 that the allegation was false, unfounded, or  
22 unsubstantiated; or

23 (iii) has ever had a license or certificate  
24 suspended, surrendered, or revoked due to an  
25 adjudication or finding of sexual misconduct or  
26 while an allegation of sexual misconduct was



1 pending or under investigation, unless the  
2 investigation resulted in a finding that the  
3 allegation was false, unfounded, or  
4 unsubstantiated.

5 (C) The template shall include the following  
6 option: if the employer does not have records or  
7 evidence regarding the questions in items (i) through  
8 (iii) of subparagraph (B) of paragraph (4) of  
9 subsection (c), the employer may state that there is  
10 no knowledge of information pertaining to the  
11 applicant that would disqualify the applicant from  
12 employment.

13 (5) For applicants licensed by the State Board of  
14 Education, the school district, charter school, or  
15 nonpublic school shall verify the applicant's reported  
16 previous employers with previous employers in the State  
17 Board of Education's educator licensure database to ensure  
18 accuracy.

19 (d) An applicant who provides false information or  
20 willfully fails to disclose information required in subsection  
21 (c) shall be subject to discipline, up to and including  
22 termination or denial of employment.

23 (e) No later than 20 days after receiving a request for  
24 information required under paragraph (4) of subsection (c), an  
25 employer who has or had an employment relationship with the  
26 applicant shall disclose the information requested. If the

1 employer has an office of human resources or a central office,  
2 information shall be provided by that office. The employer who  
3 has or had an employment relationship with the applicant shall  
4 disclose the information on the template developed by the  
5 State Board of Education. For any affirmative response to  
6 items (i) through (iii) of subparagraph (B) of paragraph (4)  
7 or subsection (c), the employer who has or had an employment  
8 relationship with the applicant shall provide additional  
9 information about the matters disclosed and all related  
10 records.

11 A school shall complete the template at time of separation  
12 from employment, or at the request of the employee, and  
13 maintain it as part of the employee's personnel file. If the  
14 school completes an investigation after an employee's  
15 separation from employment, the school shall update the  
16 information accordingly.

17 Information received under this Section shall not be  
18 deemed a public record.

19 A school or contractor who receives information under this  
20 subsection (e) may use the information for the purpose of  
21 evaluating an applicant's fitness to be hired or for continued  
22 employment and may report the information, as appropriate, to  
23 the State Board of Education, a State licensing agency, a law  
24 enforcement agency, a child protective services agency,  
25 another school or contractor, or a prospective employer.

26 An employer, school, school administrator, regional office

1 of education or intermediate service center, or contractor who  
2 provides information or records about a current or former  
3 employee or applicant under this Section is immune from  
4 criminal and civil liability for the disclosure of the  
5 information or records, unless the information or records  
6 provided were knowingly false. This immunity shall be in  
7 addition to and not a limitation on any other immunity  
8 provided by law or any absolute or conditional privileges  
9 applicable to the disclosure by virtue of the circumstances or  
10 the applicant's consent to the disclosure and shall extend to  
11 any circumstances when the employer, school, school  
12 administrator, or contractor in good faith shares findings of  
13 sexual misconduct with another employer.

14 Unless the laws of another state prevent the release of  
15 the information or records requested or disclosure is  
16 restricted by the terms of a contract entered into prior to the  
17 effective date of this amendatory Act of the 102nd General  
18 Assembly, and notwithstanding any other provisions of law to  
19 the contrary, an employer, school, school administrator,  
20 contractor, or applicant shall report and disclose, in  
21 accordance with this Section, all relevant information,  
22 records, and documentation that may otherwise be confidential.

23 (f) A school or contractor may not hire an applicant who  
24 does not provide the information required under subsection (c)  
25 for a position involving direct contact with children or  
26 students.

1           (g) Beginning on the effective date of this amendatory Act  
2 of the 102nd General Assembly, a school or contractor may not  
3 enter into a collective bargaining agreement, an employment  
4 contract, an agreement for resignation or termination, a  
5 severance agreement, or any other contract or agreement or  
6 take any action that:

7           (1) has the effect of suppressing information  
8 concerning a pending investigation or a completed  
9 investigation in which an allegation was substantiated  
10 related to a report of suspected sexual misconduct by a  
11 current or former employee;

12           (2) affects the ability of the school or contractor to  
13 report suspected sexual misconduct to the appropriate  
14 authorities; or

15           (3) requires the school or contractor to expunge  
16 information about allegations or findings of suspected  
17 sexual misconduct from any documents maintained by the  
18 school or contractor, unless, after an investigation, an  
19 allegation is found to be false, unfounded, or  
20 unsubstantiated.

21           (h) Any provision of an employment contract or agreement  
22 for resignation or termination or a severance agreement that  
23 is executed, amended, or entered into on or after the  
24 effective date of this amendatory Act of the 102nd General  
25 Assembly and that is contrary to this Section is void and  
26 unenforceable.

1 (i) For substitute employees, all of the following apply:

2 (1) Except as otherwise provided in paragraph (1.5) of  
3 this subsection (i), the ~~The~~ employment history review  
4 required by this Section is required only prior to the  
5 initial hiring of a substitute employee or placement on a  
6 school's approved substitute list and shall remain valid  
7 as long as the substitute employee continues to be  
8 employed by the same school or remains on the school's  
9 approved substitute list.

10 (1.5) For a substitute teacher licensed under Section  
11 21B-20 and seeking employment in more than one school  
12 district, a school district's regional office of education  
13 or intermediate service center may collect and share the  
14 information and records under paragraphs (2), (3), and (4)  
15 of subsection (c). A regional office of education's or  
16 intermediate service center's participation in the  
17 employment history review shall be limited to collecting  
18 such information and records and sharing the information  
19 and records with the school district or school districts.  
20 A regional office of education or intermediate service  
21 center may not use the information and records collected  
22 for the purpose of evaluating a substitute teacher  
23 applicant's fitness to be hired, and the school district  
24 shall complete all aspects of the employment history  
25 review process, unless otherwise agreed to with the  
26 regional office of education or intermediate service

1 center. The regional office of education or intermediate  
2 service center is not responsible for the content or  
3 completeness of the information or records shared by any  
4 former employer or with the school district. A regional  
5 office of education's or intermediate service center's  
6 participation in the employment history review process  
7 shall occur only prior to the initial hiring of a  
8 substitute teacher by one of its member school districts  
9 or prior to the initial placement of a substitute teacher  
10 on the regional office of education's or intermediate  
11 service center's approved substitute list. The employment  
12 history review shall remain valid as long as the  
13 substitute teacher continues to be employed by a school  
14 district within the regional office of education's or  
15 intermediate service center's jurisdiction or remains on  
16 the regional office of education's or intermediate service  
17 center's approved substitute list. A regional office of  
18 education or intermediate service center participating in  
19 the employment history review process shall promptly  
20 provide the school district in which the substitute  
21 teacher is seeking employment with the collected  
22 information and records. If the regional office of  
23 education or intermediate service center receives updated  
24 employment history review information or records, the  
25 information or records shall be shared with the applicable  
26 school districts by the regional office of education or

1 intermediate service center as provided in this Section.  
2 If, at any time, a school district has information or  
3 records that the school district would have immunity from  
4 liability to share as part of an employment history  
5 review, then the school district and its employees are  
6 immune from liability on the same terms as provided in  
7 subsection (e) if sharing such information or records with  
8 the regional office of education or intermediate service  
9 center that maintains the applicable approved substitute  
10 list.

11 (2) Except as otherwise provided in paragraph (1.5) of  
12 this subsection (i), a ~~A~~ substitute employee seeking to be  
13 added to another school's substitute list shall undergo an  
14 additional employment history review under this Section.  
15 Except as otherwise provided in paragraph (1.5) or  
16 ~~paragraph~~ (3) of this subsection (i) or in subsection (k),  
17 the appearance of a substitute employee on one school's  
18 substitute list does not relieve another school from  
19 compliance with this Section.

20 (3) An employment history review conducted upon  
21 initial hiring of a substitute employee by a contractor or  
22 any other entity that furnishes substitute staffing  
23 services to schools shall satisfy the requirements of this  
24 Section for all schools using the services of that  
25 contractor or other entity.

26 (4) A contractor or any other entity furnishing

1 substitute staffing services to schools shall comply with  
2 paragraphs (3) and (4) of subsection (j).

3 (j) For employees of contractors, all of the following  
4 apply:

5 (1) The employment history review required by this  
6 Section shall be performed, either at the time of the  
7 initial hiring of an employee or prior to the assignment  
8 of an existing employee to perform work for a school in a  
9 position involving direct contact with children or  
10 students. The review shall remain valid as long as the  
11 employee remains employed by the same contractor, even if  
12 assigned to perform work for other schools.

13 (2) A contractor shall maintain records documenting  
14 employment history reviews for all employees as required  
15 by this Section and, upon request, shall provide a school  
16 for whom an employee is assigned to perform work access to  
17 the records pertaining to that employee.

18 (3) Prior to assigning an employee to perform work for  
19 a school in a position involving direct contact with  
20 children or students, the contractor shall inform the  
21 school of any instance known to the contractor in which  
22 the employee:

23 (A) has been the subject of a sexual misconduct  
24 allegation unless a subsequent investigation resulted  
25 in a finding that the allegation was false, unfounded,  
26 or unsubstantiated;



1 (B) has ever been discharged, been asked to resign  
2 from, resigned from, or otherwise been separated from  
3 any employment, been removed from a substitute list,  
4 been disciplined by an employer, or had an employment  
5 contract not renewed due to an adjudication or finding  
6 of sexual misconduct or while an allegation of sexual  
7 misconduct was pending or under investigation, unless  
8 the investigation resulted in a finding that the  
9 allegation was false, unfounded, or unsubstantiated;  
10 or

11 (C) has ever had a license or certificate  
12 suspended, surrendered, or revoked due to an  
13 adjudication or finding of sexual misconduct or while  
14 an allegation of sexual misconduct was pending or  
15 under investigation, unless the investigation resulted  
16 in a finding that the allegation was false, unfounded,  
17 or unsubstantiated.

18 (4) The contractor may not assign an employee to  
19 perform work for a school in a position involving direct  
20 contact with children or students if the school objects to  
21 the assignment after being informed of an instance listed  
22 in paragraph (3).

23 (k) An applicant who has undergone an employment history  
24 review under this Section and seeks to transfer to or provide  
25 services to another school in the same school district,  
26 diocese, or religious jurisdiction, or to another school

1 established and supervised by the same organization is not  
2 required to obtain additional reports under this Section  
3 before transferring.

4 (1) Nothing in this Section shall be construed:

5 (1) to prevent a prospective employer from conducting  
6 further investigations of prospective employees or from  
7 requiring applicants to provide additional background  
8 information or authorizations beyond what is required  
9 under this Section, nor to prevent a current or former  
10 employer from disclosing more information than what is  
11 required under this Section;

12 (2) to relieve a school, school employee, contractor  
13 of the school, or agent of the school from any legal  
14 responsibility to report sexual misconduct in accordance  
15 with State and federal reporting requirements;

16 (3) to relieve a school, school employee, contractor  
17 of the school, or agent of the school from any legal  
18 responsibility to implement the provisions of Section 7926  
19 of Chapter 20 of the United States Code; or

20 (4) to prohibit the right of the exclusive bargaining  
21 representative under a collective bargaining agreement to  
22 grieve and arbitrate the validity of an employee's  
23 termination or discipline for just cause.

24 (m) The State Board of Education shall develop the  
25 templates required under paragraphs (3) and (4) of subsection  
26 (c).

1 (Source: P.A. 102-702, eff. 7-1-23.)