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Judge: Calendar, 16

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

PHILIP WEISS, BRIDGET CUEVAS, ROSEMARY SWEARINGEN, THEODORE KALAGERESIS, and KENNETH MERACLE,	
Plaintiffs,	**Case No. 2024CH09334**
vs.	**Judge David B. Atkins**
CHICAGO TEACHERS UNION, LOCAL 1, IFT-AFT, AFL-CIO,	**Calendar 16**
Defendant.	

DEFENDANT CHICAGO TEACHERS UNION'S MEMORANDUM OF LAW IN SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT ON ITS OBLIGATION TO PROVIDE FINANCIAL INFORMATION

INTRODUCTION

Plaintiffs have repeatedly conflated two separate provisions of the CTU Constitution and Bylaws, insisting that that one Bylaw provision, which requires the CTU Trustees annually to procure a full unabridged audit available for inspection by CTU members (and not at issue in this proceeding), should apply to a wholly separate bylaw provision that requires the CTU Financial Secretary, who presents a monthly financial summary to the Union's governing body, to publish a summary "audited report" each year in the CTU's publication. Only the former provision requires production of a full audit, not the latter.

Plaintiffs filed their lawsuit asking this Court to "require CTU [the Chicago Teachers Union] to provide its members with an audited report annually." (Complaint, attached as Exhibit 1, ¶ 1.) After the lawsuit was filed, and for reasons unrelated to this lawsuit, CTU made public all audited reports and full audits, notwithstanding that the Bylaws provisions limiting disclosure to members. CTU asked this Court to rule that the case was therefore moot, citing precedent that a lawsuit

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seeking production of documents is moot once the documents are produced. This Court declined to find the case moot, finding that it "remains disputed" whether CTU is "obligated to provide full, unabridged audits each year." (Order of March 20, 2026, the "Mootness Order," attached as Exhibit 2.)

Thus, the remaining question in the case is whether and how the CTU's Bylaws oblige CTU to publish its full, unabridged audits in future years. This question can be resolved on the plain language of the CTU's Bylaws and there are no disputed facts surrounding that. CTU seeks summary judgment that the Bylaw section upon which Plaintiffs rely requires only that CTU publish a summary "audited report" in its publication, while the full, unabridged audit need only be made available for inspection by CTU members (including Plaintiffs, should they choose).

Alternatively, should this Court consider extrinsic evidence, the CTU President is invested with authority to interpret the Constitution and Bylaws, and she interprets the term "audited report" to be the summary audited report that is published in the Union's publication. This Court should issue summary judgment accordingly, bringing an end to this case.

FACTUAL BACKGROUND

The CTU has a Constitution and Bylaws (attached as to Exhibit 1 as Exhibit A, cited here as "Exhibit 1A"). Bylaw Article VI Section 2 provides that there shall be a Board of Trustees to supervise the property and finances of the CTU. The Bylaws task the Board of Trustees with oversight of the Unions overall finances, property and budget. Relevant here, the Bylaws provide that one of the duties of the Board of Trustees is "to procure each year, a reliable and adequate audit of the finances of the Union for the preceding fiscal year ending June 30, and to deliver a copy of said audit to other major officers and to announce to the membership of the Union that said report may be inspected in the Union office by any member." (Ex. 1A at 6, 23-24.)

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In fact, Plaintiff Weiss has inspected the full, unabridged audit at CTU's offices, specifically on February 25, 2025. (August 13, 2025 Supplemental Affidavit of Kurt Hilgendorf, attached as Exhibit 3, ¶ 4.) The CTU's compliance with this requirement to procure a full annual audit for inspection by every Union member has never been at issue in this proceeding.

CTU has several officers, one of whom is the Financial Secretary. The Financial Secretary's duties are to track membership, collect money and pay bills (Ex. 1A at 3). The Bylaws at Article VI Section 1.d. provide that the Financial Secretary provides monthly financial reports to the Union's governing body, the House of Delegates ("House"), and an publish an "audited report" annually:

> He/she shall present to each regular meeting of the House a report on Union finances for the period since the last report. Each year, the Financial Secretary shall furnish an audited report of the Union which shall be printed in the Union's publication.

(Ex. 1A at 23.)

The Financial Secretary's "report on Union finances" is presented by CTU's Director of Financial Operations at the House of Delegates meetings, which are held approximately monthly.[1] The "report on Union finances" is in the form similar to a profit and loss statement. It shows the revenue the Union has received to date versus what was budgeted, the expenditures the Union has incurred to date versus what was budgeted, and a net calculation showing whether the Union has excess revenue or is running a deficit. (A sample from January 2026 is attached as Exhibit A to the Declaration of Margaret Gorman, Exhibit 4.)

Every year CTU's finances are audited under Article VI Section 2, i.e., pursuant to the Board of Trustees' obligation "to procure each year, a reliable and adequate audit of the finances of the Union." The auditor's summary report comprising the first few pages from that audit is the

[1] Bylaw Article XIII Sec. 2 (Ex. 1A at 33) provides that the House of Delegates meets every month during the school year.

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"audited report" published by the Financial Secretary. The "audited report" contains a similar annualized profit and loss statement and, in addition, includes a balance sheet setting forth assets, liabilities, and the difference between the two. (Ex. 4 ¶¶ 3-4.)

CTU has a President, who is vested in Bylaw Article VI Section 1 with authority to "decide all questions concerning the interpretation and application of this Constitution." (Ex. 3 at 22.) CTU's President has determined that the audited summary report, taken from the Trustees' full audit, suffices as the "audited report" to be published by the Financial Secretary. (Declaration of Stacy Davis Gates, attached as Exhibit 5, ¶ 3.)

The CTU, like many other organizations, stopped printing its regular membership magazine in 2023, and since then has maintained member communications through its website (www.ctulocal1.org), which includes both publicly available webpages and a CTU member portal. When the CTU published the audited report for the years 2020 through 2024, it did so on the member portal of its website, which CTU's members can access with a password. (Exhibit 3, ¶ 3; January 20, 2026 Second Supplemental Declaration of Kurt Hilgendorf, attached as Exhibit 6, ¶ 4.)

In recent years, CTU has been catching up on finalizing audits. It published its annual "audited reports" for the years 2019 – 2022 on the CTU's website in December 2024. It published the "audited report" for 2023 in March 2025. The "audited report" for year 2024 was published in October 2025. The review of financial records for year 2025 is ongoing as of the date of this filing. Also, for reasons unrelated to this litigation, the CTU published its full annual audits on the website. (Ex. 3, ¶¶ 2-4; Ex. 4, ¶ 2; Ex. 6, ¶¶ 1-5).

The foregoing financial reporting by the CTU is wholly independent of its filing each year an LM-2 Report with the U.S. Department of Labor, a document available online for public inspection. The CTU's annual LM-2 report provides detailed financial information of the Union's revenues and

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expenditures. The CTU's most recent 139-page LM-2 report for 2025 [2] and an annual summary of its finances [3] are available for online inspection by anyone.

In ruling on summary judgment on mootness, this Court held that the case was not moot because a dispute remained over whether CTU would provide full audits on its website in the future:

> Plaintiff maintains, however, that a live controversy remains as to CTU's ongoing contractual duties to furnish audited financial information and the court should not find summary judgment for Defendants when CTU asserts it is not obligated to provide full, unabridged audits each year. The court agrees. Here, Plaintiffs request the court find that Defendants failed to meet their contractual obligation to furnish a financial audit of the Union, and such contractual obligation remains disputed. Defendants argue Plaintiffs claims are moot as they provided the documents Plaintiffs seek. As Plaintiff argues, however, Defendant has not met its burden to show it is clear the alleged wrongful conduct will not recur, and Defendant maintains it is not obligated to provide full, unabridged audits.

(Ex. 2, ¶ 2.)

CTU now brings this motion for a summary judgment ruling on what CTU's obligations are, to resolve that "controversy [which] remains as to CTU's ongoing contractual duties to furnish audited financial information." (Ex. 2, ¶ 2.) As set forth below, there is no dispute over material facts because those obligations are set forth in the undisputed plain text of the Bylaws. The Bylaws' plain language requires CTU to make the Board of Trustees' full, unabridged audit available to members for inspection; only the Financial Secretary's summary audited report must be published. To the extent extrinsic evidence is considered, the CTU President has interpreted and applied the Bylaw provision at issue to mean the summary audited report printed in the Union's publication meets the Financial Secretary's requirements under Bylaw Art. VI Section 1 to publish an "audited report." The CTU President's interpretation is binding upon plaintiffs and all Union members.

[2] https://olmsapps.dol.gov/query/orgReport.do?rptId=923625&rptForm=LM2Form

[3] https://olmsapps.dol.gov/olpdr/visualization.jsp?rptId=923625

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ARGUMENT

A defendant may move for summary judgment "at any time." 735 ILCS 5/2-1005(b). "Summary judgment is warranted where there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law." *Arlington Heights Police Pension Fund v. Pritzker*, 2024 IL 129471, ¶ 17.

This Court's ruling on summary judgment identified the remaining disputed issue as whether CTU is "obligated to provide full, unabridged audits each year." (Ex. 2 ¶ 2.) Because the CTU already provides a full annual audit for inspection by its membership – which is *not* in issue in this proceeding – the only remaining issue is whether the CTU must also publish its full annual audit on the Union's website. No trial is necessary on this limited issue because there are no disputes of material fact regarding that issue. CTU's obligations can be ascertained from the plain language of the Bylaws, or alternatively, though the President's interpretation thereof. Summary judgment should be granted accordingly on this remaining issue.

A union's Bylaws form a contract with its members under Illinois law. *Diamond v. United Food & Commer. Workers Union Local 881*, 329 Ill. App. 3d 519, 524 (2nd Dist. 2002), appeal denied 201 Ill. 2d 564 (2002). "The interpretation of a contract presents a question of law." *Id.* "Whether a contract is ambiguous is a question of law for the court." *Midland Hotel Corp. v. Reuben H. Donnelley Corp.*, 149 Ill. App. 3d 53, 62 (1st Dist. 1986), *aff'd in part, rev'd in part on other grounds*, 118 Ill. 2d 306 (1987). Where a contract is not ambiguous, summary judgment can be granted on the face of the contract, because the "intent of the parties may be ascertained from the plain language of the contract, [and] no disputed question of fact exists." *Glenview v. Northfield Woods Water & Utility Co.,* 216 Ill. App. 3d 40, 49 (1st Dist. 1991).

A union's Bylaws can set forth procedures for resolving disputes over their own interpretation. One such procedure can be that the union president has authority to interpret the

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Bylaws to resolve ambiguity. Where a union's "bylaws vest interpretative authority in the president, the members have agreed to be bound by these interpretations." *Diamond v. United Food & Commer. Workers Union Local 881*, 329 Ill. App. 3d 519, 525 (2nd Dist. 2002), app. den., 201 Ill. 2d 564 (2002). Where union members have agreed to abide by the decision of an individual vested with authority by the union's bylaws, they cannot avoid the force of that decision simply by arguing that it could have been made differently. *Amalgamated Transit Union v. Barron*, 2021 IL App (1st) 200380-U (August 18, 2021). [4] Thus, Plaintiffs here cannot survive summary judgment simply by advancing an alternative meaning for some term in the Bylaws that they would prefer. They have agreed to abide by CTU's President's interpretation of the Bylaws, even if they might have decided differently were they the President.

I. Summary Judgment Should Be Granted on CTU's Obligation to Provide its Members with a Full, Unabridged Audit to Inspect Each Year, Because That Obligation Is Clear from the Undisputed Face of the Bylaws.

Here, the Bylaws are not ambiguous. The Bylaw provision *not in dispute* here is the requirement in Bylaw Article VI Sec. 2 that the full, unabridged audit be "procure[d] each year" and that it be provided to be "inspected in the Union office by any member." Thus, the disputed issue identified by this Court in the Mootness Order can be resolved on the undisputed fact of what the Bylaws say on their face. CTU indeed has an obligation to provide full, unabridged audits each year, and to provide them in a specific way: for inspection by members.

Thus, when the Mootness Order identified the remaining issue as whether CTU is "obligated to provide full, unabridged audits each year" (Ex. 2 ¶ 2), the remaining issue to be decided by this Court is whether the Bylaws also require that a full, unabridged audit be published in the Union's publication, despite the Bylaw provision that the Secretary Treasurer need only publish an "audited

[4] Per Illinois Supreme Court Rule 23(e)(1), courts may consider unpublished decisions issued after January 1, 2021.

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report." Where a contract's plain language confirms a party's obligation under the contract, summary judgment is appropriately granted. *Glenview v. Northfield Woods Water & Utility Co.,* 216 Ill. App. 3d 40, 49 (1st Dist. 1991). This is because the plain language itself can be followed and no extrinsic evidence is required, meaning there is no possibility for factual dispute precluding summary judgment. *Id.* The fact that one party may have a "divergent view" does not preclude summary judgment where the contract language is clear. *Id.*

II. CTU's Financial Secretary's Obligation to Provide Information to the Membership in Other Ways Is Distinct from the Full, Unabridged Audits.

Separate and apart from the CTU Trustees procuring a full audit for inspection by the Union's membership, the Bylaws require other forms of financial reporting by the Financial Secretary. On their face, the Trustees and Financial Secretary make different types of financial reporting. The Financial Secretary, one of four Union officers, is responsible for tracking Union membership, collection of membership dues and paying the Union's bills. The Financial secretary makes "a report on the union's finances" at the monthly meetings of the Union's governing body, the House of Delegates, and each year publishes the summary from the Trustee's full, unabridged audit as the Financial Secretary's "audited report" under Article 6, Section 1(d).

The plain language of the two sections shows that the Financial Secretary's reports and the Board of Trustee's full, unabridged annual audits are *different* documents which serve *different* purposes. The Trustees, who are tasked with oversight of the Unions overall finances, property and budget, procure a "reliable and adequate audit of the finances of the Union." The Financial Secretary, by contrast, is tasked only with handling money and paying the Unions bills, and not the Union's overall financial health. The Financial Secretary gives a monthly report on the Union's finances, and annually the report must be verified by an auditor (the "audited report").

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That the Financial Secretary's reports are distinguishable from the Trustees' annual audit is further demonstrated by the bylaw requirement that the Financial Secretary provide the Trustees an accounting of income, expenditures, investments and savings, and further allow them access to "all financial records of the Union" – plainly necessary for Trustees (and not the Financial Secretary) to conduct their annual audit. [5]

On their face, the Bylaws use different terms to describe the Board of Trustees' annual "reliable and adequate audit" and the Financial Secretary's annual "audited report." Notably, these two sections appear adjacently in the Bylaws. A plain reading suggests they are different.

A facial review of the Bylaws further shows that it is entirely reasonable for the audited report to be something less than the full audit based on the way these documents are handled. The Bylaws make clear that the audited report is published in the Union's publication – and accordingly available to the public – while the full audit of the CTU's finances is *not* published but rather "may be inspected in the Union office by any member." (Ex. 1A at 23.) It is reasonable that the broadly published audited report would contain less detailed, private information about CTU's finances than the full audit, which may be inspected by CTU members. This is exactly the sort of practical consideration that the Appellate Court in *Diamond* looked to when approving a union president's exercise of discretion to interpret an ambiguous bylaw provision. *Diamond v. United Food & Commer. Workers Union Local 881*, 329 Ill. App. 3d 519, 528 (2nd Dist. 2002), appeal denied 201 Ill. 2d 564 (2002) (reasonable for union president to interpret "a majority vote by secret ballot of the members"

[5] Bylaw Art. VI Sec. 1.d. states, in relevant part:

> At the meeting of the Board of Trustees or upon request of the Trustees, the Financial Secretary shall provide the Trustees with the following:
>
> 1. an updated statement of income and expenditures, including in the latter a list of accounts to which the expenses were charged;
> 2. an updated statement of monies deposited in savings and investment accounts in the name of the Union.
>
> The Financial Secretary shall, upon written request by the Board of Trustees, allow the Board of Trustees, either singly or as an assembled body, to examine all financial records of the Union.

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as meaning majority of those who attended the meeting where the vote was held, rather than a majority vote of the entire membership)

Thus, once again, there is no material dispute of fact about what obligation CTU has to provide an audited report: CTU's Financial Secretary must provide it annually by publishing it in the CTU's publication. Because the Bylaws are a contract and because the plain language of that contract establishes CTU's obligation, summary judgment can be entered now. *Glenview.,* 216 Ill. App. 3d at 49.

III. Summary Judgment Cannot Be Avoided by Plaintiffs Asserting Some Possible Other Meaning to the Bylaws' Provisions Because These Plaintiffs Have Agreed to Abide by the CTU President's Interpretation of the Bylaws.

This Court has identified the remaining issue in this case as whether CTU is "obligated to provide full, unabridged audits each year." (Ex. 2, ¶ 2.) The plain language of the Bylaws give the answer that question, as set forth above. However, should Plaintiffs assert some other possible meaning that they prefer, that is not enough to survive summary judgment, even if that other meaning were also reasonable, for the following reasons:

Plaintiffs, like CTU, are bound by the Constitution and Bylaws. As the court explained in *Diamond*, "Although the constitution and bylaws of a union or other unincorporated association are a contract, they are a special type of contract that historically has been regarded as unique." *Diamond*, 329 Ill. App. 3d at 524. Individuals who join unions agree to be bound by the terms of the union's bylaws, including the bylaw provisions regarding interpretation of the bylaws themselves. *Id.* In *Diamond*, the Appellate Court noted that the defendant union's bylaws similarly "vest[ed] authority in the local's president to 'interpret the bylaws and rules of the Local Union.'" *Diamond*, 329 Ill. App. 3d at 522-23. Particularly at issue in *Diamond* was the bylaw allowing dues increases by "a majority vote by secret ballot of the members." *Id.* In dispute was whether the majority must be of all members, or just those who chose to vote. *Id.* The Court held that the latter interpretation was a

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reasonable interpretation of an ambiguous provision, and therefore would be upheld since the union's president had authority under the bylaws to make that interpretation, even if other interpretations might also be reasonable. *Id.* at 528.

Thus, Illinois courts "will interfere in the internal affairs of an unincorporated association only in narrow circumstances." *Id.* at 525. Illinois courts do not conduct a "*de novo* review of the activities of the local whenever a member bases a cause of action upon an alleged breach of the bylaws. Instead, judicial intervention is appropriate only in instances of fraud, mistake, collusion, or arbitrariness." *Id.*, citing *Finn v. Beverly Country Club,* 289 Ill. App. 3d 565, 568 (1st Dist. 1997), *appeal denied,* 176 Ill. 2d 572 (1998).

That principle applies here. The CTU President is vested by Bylaw Article VI Section 1 with authority to "decide all questions concerning the interpretation and application of this Constitution." (Ex. 1A at 22.) CTU's President has exercised that authority to interpret the Bylaws such that the initial summary pages taken from the Trustees' full annual audit suffices as the "audited report" of the Financial Secretary. (Ex. 5, ¶ 3.)

Moreover, a court's deference to the union's interpretation of its governing documents includes deference to the *exercise* of that discretion to change its prior practices. See, *Vazquez v. Central States Joint Board*, 2006 U.S. Dist. LEXIS 11355 *32; 2006 WL 695563 (N.D. Ill. Mar. 15, 2006) (finding "no authority that suggests that the presumptive strong deference owed to a union's interpretation of its own constitutive documents and procedural rules is mitigated by a putative change of practice").

This Court is required by Illinois law to defer to the CTU President's interpretation of CTU's Bylaws. Under Illinois law it is not for this Court to decide which interpretation of the Bylaws is the best. Rather, this Court must defer to the President's exercise of that authority, even if Plaintiffs would prefer it otherwise. *Diamond*, 329 Ill. App. 3d at 524-25. *See also, Amalgamated Transit*

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Union v. Barron, 2021 IL App (1st) 200380-U (August 18, 2021) (union members cannot avoid decision of internal union tribunal simply by identifying how the tribunal could have decided in their favor, because they agreed as union members to be bound by the outcome of internal union processes).

CONCLUSION

The disputed issue in this case is whether CTU is "obligated to provide full, unabridged audits each year." CTU does provide such audits, and the audits are available for inspection by the Union's membership. CTU is not obligated to further publish the same audit in its publication. The CTU already files a comprehensive annual LM-2 financial report that is available to the public. The Constitution and Bylaws do not require, nor is it sound policy, to require further publication of full, unabridged audits. No trial is required to resolve this issue, and summary judgment can be granted now on that remaining disputed issue.

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Respectfully submitted,

/s/ Josiah A. Groff

May 11, 2026

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EXHIBIT 1

Hearing Date: <<CmsHearingStart>>
Location: <<CmsHearingResource="Location">>
Judge: <<CmsHearingResource="JudicialOfficer">>

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

PHILIP WEISS, BRIDGET CUEVAS, ROSEMARY SWEARINGEN, THEODORE KALAGERESIS, KENNETH MERACLE, Plaintiffs, vs. CHICAGO TEACHERS UNION, LOCAL 1, IFT-AFT, AFL-CIO; STACY DAVIS GATES, President; MARIA T. MORENO, Financial Secretary, Defendants.	Case No. 2024CH09334

COMPLAINT

1. The Constitution and Bylaws of Defendant Chicago Teachers Union Local 1, IFT-AFT, AFL-CIO ("CTU" or "Union") require CTU to provide its members with an audited report annually. Nonetheless, CTU has failed to furnish such a report since September of 2020, when it released an audit covering 2018 and the first half of 2019. Plaintiffs, teachers and educational professionals employed by Chicago Public Schools ("CPS") and members of the Union, bring this lawsuit for breach of contract for failure to furnish an audited report, and for their remedy seek specific performance so that the Union will produce an audited report.

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Parties

2. Plaintiff Philip Weiss is a social worker residing in Cook County, Illinois. In 1998, Plaintiff Weiss began employment with CPS. He has been a dues-paying member of CTU ever since.

3. Plaintiff Bridget Cuevas is a teacher residing in Cook County, Illinois. In 2012, Plaintiff Cuevas began employment with CPS. She has been a dues-paying member of CTU ever since.

4. Plaintiff Rosemary Swearingen is a primary diverse learning teacher residing in Cook County, Illinois. In 2001, Plaintiff Swearingen began employment with CPS. She has been a dues-paying member of CTU ever since.

5. Plaintiff Kenneth Meracle is a social studies teacher residing in Cook County, Illinois. In 2017, Plaintiff Meracle began employment with CPS. He has been a dues-paying member of CTU ever since.

6. Defendant CTU is an "employee organization" or "labor organization" as defined by the Illinois Educational Labor Relations Act, 115 ILCS 5/2(c). Additionally, CTU is an "exclusive representative" as defined by the Illinois Educational Labor Relations Act, 115 ILCS 5/2(d), as it has been recognized by CPS as the exclusive representative of CPS teachers. CTU's primary place of business is located at 1901 W. Carroll Ave., Chicago, Illinois, 60612.

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7. Defendant Stacy Davis Gates is the President of CTU.

8. Defendant Maria T. Moreno is the Financial Secretary of CTU.

Jurisdiction and Venue

9. This Court has personal jurisdiction because the parties reside and work in Cook County Illinois, and the contract at issue in this dispute was established and is administered there. Venue is proper pursuant to 735 ILCS 5/2-101.

Statement of Facts

CTU's Constitution and Bylaws are a contract between CTU and Plaintiffs.

10. CTU is governed by a Constitution and Bylaws, a true and correct copy of which is attached hereto and incorporated herein as **Exhibit A**.

11. Under Illinois law, a union's constitution and bylaws are a contract between the union and the union's members.

12. A contractual relationship was formed between Plaintiffs and CTU when Plaintiffs provided consideration by agreeing to pay membership dues and fulfill other obligations outlined in the Constitution and Bylaws, in exchange for CTU's commitment to adhere to the terms of those governing documents.

13. The contract between CTU and its members (collectively) was formed when CTU drafted, and its members first ratified, the Constitution

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and Bylaws. The respective effective dates of the contract for each Plaintiff are the dates when they became members of CTU.

14. At all relevant times, Plaintiffs have been ready, willing, and able to complete performance of the contract and Plaintiffs have, in fact, continued to perform their obligations under the contract.

15. When a union breaches the terms of its constitution and bylaws, Illinois law provides that members of the union have standing to seek redress through a breach-of-contract claim. *See Payne v. Collier*, 38 Ill. App. 3d 201, 202 (1976); *Illinois Educ. Ass'n v. Illinois Federation of Teachers*, 107 Ill. App. 3d 686, 689 (1982).

16. The Illinois Educational Labor Relations Board has concluded that it lacks subject-matter jurisdiction over disputes concerning the application of union constitutions, bylaws, and other internal governing rules. *See*, *e.g., Esposito-Usterbowski, Jimenez and Weiss, et al., and Chicago Teachers Union, Local 1, IT-AFT-AFL-CIO,* case no. 2023-CB-0011-C, citing *East St. Louis Federation of Teachers (Washington)*, 4 PERI 1132, Case No. 88-CB0008-S (IELRB Opinion and Order, September 12, 1988).

17. Therefore, a claim that a union has violated the terms of its constitution and bylaws can only be brought in an action in the circuit courts.

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CTU's Constitution and Bylaws require CTU to furnish its members with annual audit reports.

18. Article VI, Section 1(d) of CTU's constitution and bylaws states "[e]ach year, the Financial Secretary shall furnish an audited report of the Union which shall be printed in the Union's publication."

19. Despite its contractual obligation to furnish an audited report of the Union each year and to print the audit report in CTU's publication, CTU and its financial secretary have failed to do so since 2020, when it released an audit covering 2018 and the first half of 2019.

20. Plaintiffs have requested that CTU comply with its obligation to no avail.

21. Plaintiff Weiss has made multiple written requests to the Union to publish copies of the audits which have been unanswered or ignored.

22. In an effort to avoid litigation, all Plaintiffs, through undersigned pro-bono counsel, made a formal pre-litigation demand to CTU that it furnish the audit reports to members, but Defendants have still not performed. A true and correct copy of that letter is attached as **Exhibit B**.

23. Because CTU has not complied with its contractual duties to Plaintiffs, and because other methods short of litigation have not resolved the dispute, Plaintiffs have no recourse to protect their rights except through judicial action.

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Count I: Breach of Contract

24. Plaintiffs reallege the preceding paragraphs of this Complaint as though fully restated herein.

25. The CTU Constitution and Bylaws constitute a legally binding and enforceable contract between CTU and its members.

26. The date of formation of the contract was, for each Plaintiff, the year that each became a dues-paying member of CTU.

27. The contract was supported by adequate and sufficient consideration including, among other things, membership dues paid by Plaintiffs to the Union.

28. The contract requires CTU to furnish to members each year an audited report of the Union which is to be printed in CTU's publication.

29. CTU has not furnished or published an audited report of the Union since September of 2020, when it released a combined audit report covering 2018 and the first half of 2019.

30. As a result of Defendants' breach of the CTU Constitution and Bylaws, Plaintiffs have not received from CTU the audited financial reports for the second half of 2019 through the present.

31. Performance of Defendants' obligations is completely within the scope of Defendants' control and is outside the control of Plaintiffs.

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32. CTU's failure to furnish an audited report of the Union each year and to print the report in its publication constitutes a material breach of CTU's contract with its members.

33. Defendants' breach of the CTU Constitution and Bylaws has resulted in damages to Plaintiffs.

34. Monetary damages or other remedies at law are inadequate remedies.

35. Requiring the Defendants to furnish to members audited financial reports as set forth in the CTU Constitution and Bylaws does not require protracted court supervision.

WHEREFORE, Plaintiffs requests that this Court grant the following relief:

A. Enter declaratory judgment in Plaintiffs' favor finding that Defendants failed to meet their contractual obligation to furnish a financial audit of the Union;

B. Direct Defendants to specifically perform their contractual obligation to furnish audited financial reports of the Union in the Union's publication.

C. Award Plaintiffs their costs of this suit; and

D. Grant such further relief this Court deems just, proper, and equitable.

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October 8, 2024

Respectfully submitted,

/s/ Jeffrey M. Schwab
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Exhibit

A

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Chicago Teachers Union
Constitution and By-Laws

(Amended January 2018)

Constitution

Preamble

We, teachers, and other educational personnel in the Chicago Public Schools, being members of the Chicago Teachers Union, do hereby declare this Union to have the following purposes:

a. to protect and improve the services of the public schools as a social agency for developing the capacities of the young and promoting adult education;

b. to promote and guarantee efficient and faithful service from us to the public and to insure to us in return for that service a fair reward and a just security;

c. in accordance with the Agreement between the Board of Education of the City of Chicago and Chicago Teachers Union, to assert, secure, and protect the inherent and fundamental equity in our jobs;

d. as the sole collective bargaining agent for members of the bargaining unit, to establish and maintain orderly and practicable democratic processes in the management of the Chicago Public Schools, in accordance with the terms of the Agreement;

e. to maintain a relationship of mutual assistance and cooperation with organized labor;

f. to unify the educators of traditional public schools and public charter schools in the City of Chicago, together with other Chicago-area educators that may join with this Union.

g. to promote racial, economic and social justice in order to achieve educational justice and build community and labor coalitions to achieve that objective.

So that orderly and fair procedures for seeking those ends may be established, we, the members of Chicago Teachers Union, do establish this Constitution and these By-Laws and do pledge ourselves to carry out the provisions thereof.

ARTICLE I
NAME AND AFFILIATION

Sec. 1: The name of this organization shall be Chicago Teachers Union, chartered as Local 1, by the American Federation of Teachers which is affiliated with the American Federation of Labor-Congress of Industrial Organizations. Chicago Teachers Union shall be directly affiliated with the Chicago Federation of Labor-Industrial Union Council, the Illinois State Federation of Labor-Congress of Industrial Organizations, and the Illinois Federation of Teachers.

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Sec. 2: Members selected as delegates in accordance with the By-Laws, shall represent this Union and shall attend meetings of the organizations with which the Union is affiliated.

ARTICLE II
MEMBERSHIP

Sec. 1: Eligibility for Regular Membership

The following persons shall be eligible for regular membership:

a. All persons (except superintendents, principals, directors of departments and bureaus holding principals' certificates, and other categories specifically prohibited from membership by statute) who are licensed.

b. All counselors, clinicians, educational support staff and paraprofessionals employed in the Chicago Public Schools.

c. All teachers, educational support staff and paraprofessionals employed at public charter schools.

d. All teachers hired on an emeritus contract type of assignment.

e. All teachers on sabbatical leaves.

f. All teachers temporarily licensed.

g. All persons belonging to other categories of educational personnel.

h. All persons employed by the Chicago Teachers Union.

Sec. 2: Eligibility for Retired Functional Group Membership

All persons eligible for membership as provided for in Sec. 1 of this article who have been retired or who have resigned from their positions in the Chicago Public Schools shall be eligible for Retired Functional Group Membership.

Sec. 3: Eligibility for Inactive Associate Membership

a. All members on maternity leave shall be eligible for Inactive Associate membership for the length of their leaves.

b. All members on leave for other employment (except for Union service) shall be eligible for Inactive Associate Membership for length of their leaves.

c. All members on board approved military, paternity, travel, study or other leaves without salary shall be eligible for inactive associate membership for the length of their leaves.

Sec. 4: Eligibility for Student Membership

College students preparing for teaching careers shall be eligible for Student membership.

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Sec. 5: Forfeiture of Membership

Membership in this Union is forfeited by:

a. two (2) months' arrearage in annual dues;

b. expulsion from the Union according to procedures provided in the By-Laws.

Sec. 6: Reinstatement

Any former member of the Union may be reinstated to membership by procedures provided in the By-Laws.

ARTICLE III
DUES

Every member of this Union shall pay into its treasury regular annual dues as provided in the By-Laws.

ARTICLE IV
MEMBERSHIP AREAS AND DISTRICTS

To the extent possible, the Union shall be divided by schools into three (3) areas – A, B, and C – and into districts within those areas which are as equal as possible and which correspond to the school divisions established by the Board of Education.

ARTICLE V
ELECTIVE OFFICERS

Sec. 1: Titles

The elective officers of the Union shall be: President, Vice President, Recording Secretary, Financial Secretary, seven (7) Trustees, three (3) Area Vice Presidents, and a Functional Vice President for each one thousand Union members, or major fraction thereof, in each of the following groups: elementary teachers, high school teachers, clinicians, and career service employees, provided that each of these groups shall have at least one (1) Vice President. The membership in good standing for December 31 preceding an election shall be the determining figure. The Charter Division members shall additionally elect a Chair, Vice Chair, and Charter Division Trustee (who shall be voting members of the executive board).

Sec. 2: Term of Office

All elective officers shall be elected for terms of three (3) years and may succeed themselves.

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Sec. 3: Removal from Office

If an officer is removed from membership in the Union under Article XIV of the By-Laws, he or she shall be removed from his/her office automatically and immediately. The vacancy shall be filled as provided for in this Constitution and By-Laws.

ARTICLE VI
HOUSE OF DELEGATES

Sec. 1: Authority

Subject to the final authority of the membership, the general governing body of the Union shall be a House of Delegates, the members of which shall be members of the Union in good standing and elected by vote of their constituent Union members. The House may consider and act upon any matter that it regards as pertinent to the purposes and activities of this Union.

Each member of the House of Delegates shall have full voting privileges (except as provided for in Article VI Sec. 2), except members representing retired members shall not vote on the authorization of a strike or the acceptance or the rejecting of a partial or final collective bargaining agreement.

Action by the House to authorize a strike or accept or reject a partial or final collective bargaining agreement shall be advisory only and in both instances shall be subject to a final, direct vote of the regular members.

The House of Delegates shall determine the actual date of the strike.

The manner of such voting shall be set by the House except that the House may never authorize indirect (proxy) voting.

Sec. 2: How Constituted

Executive Board Members – Each member of the Executive Board shall be a member of the House of Delegates. Appointed members to the Executive Board who are not elected to the House shall have the right to speak on the floor in House meetings but not to a vote.

Regular Members – Each school (Charter and District) or citywide representative unit shall have at least one (1) Delegate and additional Associate Delegates to the House of Delegates as follows:

Number of Regular Members at the School or Citywide Representative Unit	House of Delegates Members from that School or Citywide Representative Unit
1 to 59	1 Delegate
60 to 99	1 Delegate and 1 Associate Delegate
100 to 139	1 Delegate and 2 Associate Delegates
And one (1) additional Associate Delegate for every forty members thereafter	

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Retired Members – One (1) Delegate shall be elected for each one-hundred (100) retired members.

Sec. 3: Term of Office

1) The term of a Delegate shall be three (3) years, providing he/she retains membership in good standing in the Union. 2) The Delegate shall be elected for a three (3) year term beginning in January 1997. The term of office shall begin February 1.

Whenever a Delegate ceases to be a part of the unit or functional group which that Delegate was elected to represent, he/she or any member of the unit shall notify the Financial Secretary after which the position shall be declared vacant by the Financial Secretary and a new election shall be held as soon as practicable to fill the position for the remainder of the term.

Upon petition from the local school to the Rules-Elections Committee, a member who is absent from three (3) consecutive meetings of the House, without explanation made to the Financial Secretary, shall be considered to have vacated his/her position, and the vacancy shall be filled as provided in this Constitution and By-Laws.

ARTICLE VII
EXECUTIVE COMMITTEE and EXECUTIVE BOARD

Sec. 1: Authority

Subject to direction and sanction by the House of Delegates, as provided in the By-Laws, the general administration of the Union shall be the responsibility of the Executive Committee, subject, however, to the authority of the Executive Board.

Sec. 2: Constituted of the Executive Board

The Executive Board shall consist of all the elected officers as specified in Article V of the Constitution; the Chair, Vice Chair and Trustee of the Charter Division; one (1) non-voting "New Organizing" Chair selected by the Charter Division; two (2) members of the Union's delegation to the Chicago Federation of Labor chosen by the President, a Functional Vice President of Retired Members who shall be elected by that group; any member of the Union who is a major officer of the American Federation of Teachers or the Illinois Federation of Teachers; the chairpersons of Chicago Teachers Union's standing committees and the Editor of the official Union publication.

The above described officers of the American Federation of Teachers and Illinois Federation of Teachers, the chairpersons of standing committees, and all members of the Union's professional staff shall have the right to the floor in Executive Board meetings but not to a vote.

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ARTICLE VIII
BOARD OF TRUSTEES

Sec. 1: Authority of the Board of Trustees

The Board of Trustees shall have general supervision of the property and finances of the Local, subject to the provisions of the By-Laws.

Sec. 2: Budget Committee

The Board of Trustees, the President, the Vice President, the Recording Secretary, and the Financial Secretary, shall comprise the Budget Committee which shall prepare the annual budget in accordance with acceptable accounting procedures and with the assistance of the Union's certified public accountants. The chairperson of the Board of Trustees shall be the chairperson of the Budget Committee.

ARTICLE IX
STANDING COMMITTEES

Sec. 1: The Union shall have standing committees with such functions as are provided in the By-Laws.

Sec. 2: The Membership Committee shall consist of the Financial Secretary, the three (3) Area Vice Presidents, and the District Organizers.

Sec. 3: The chairperson and members of each standing committee shall be appointed by the President with the advice and consent of the Executive Board. The chairperson and members of the standing committees shall be appointed for a term of two (2) years.

ARTICLE X
DELEGATES

Sec. 1: CPS School Delegates

a. In each CPS District and Charter school, one (1) regular teacher member shall be elected the School Delegate. The School Delegate shall be the ranking officer of the Union in each school.

b. How and When Chosen – The School Delegate shall be elected by the Union teacher members in the school by a plurality of the votes cast as provided in Article V. Sec. 2a of the By-Laws. Delegates shall be elected and certified to the Financial Secretary on or before February 1 in an election year. In the event no Delegate is elected, the chairperson of the Membership Committee shall, after sufficient notice to members involved, submit

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to the Executive Board the name of a Union teacher member from the school who will serve as a non-voting Delegate.

Sec. 2: Other Delegates

a. Delegates representing groups other than elementary or high school teachers shall be elected by the members of their respective groups.

b. Schools shall be allowed to elect a temporary delegate replacement, with all voting powers afforded to that school, in the event and at such time that their School Delegate is on an extended leave. Upon the conclusion of aforementioned leave, the School Delegate shall return to his/her former role and replace the temporary delegate.

ARTICLE XI
CHARTER SCHOOL DIVISION

Members employed at CPS Charter schools shall be subject to the terms of this Constitution, shall elect CTU Officers per Article V of the CTU Constitution, shall elect Charter School Division officers who shall also serve on CTU governing bodies, and shall negotiate and ratify their labor contracts.

Section 1. Charter Division Governing Board

a. The Charter Division Governing Board shall meet five times per year, or at the call of the Charter Division Chair, or at the call of two (2) or more of its members, for the purpose of initiating, overseeing or revising the program of the organization and to conduct other business of the organization that is within its authority and not inconsistent with the terms of this Constitution and By-Laws. A quorum for the Charter Board shall be one-half of its members.

b. The Charter Board shall consist of the Charter Division's elected officers, the Chair of each Charter School Council and all other voting and non-voting members of the House of Delegates within the charter division. The CTU President or his/her designee shall serve on the Charter Board but shall not have a vote.

c. The Charter Board shall establish all standing and special committees and approve the chairperson and membership of all committees, and receive regular reports from such committees.

Section 2. Charter Division Board and Membership Meetings

a. The Membership shall meet twice yearly at a predetermined time and place, or more or less often as approved by the majority vote of assembled members in the regularly constituted Membership Meeting. A Quorum for the Membership Meeting shall be five percent (5%) of total membership of the division. Action items shall require a simple majority of votes when cast in the Membership Meeting.

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b. Special Membership meetings may be called by the Chair (or acting Chair), by a majority of the Charter Board or by petition to the Charter Board of fifteen percent (15%) of the members in good standing. The notice of the special meeting and the agenda shall be circulated to all members at least seven (7) days in advance of the meeting. Items not included on the agenda for the special meeting will not be addressed. All special meetings shall be adequately advertised and conducted according to the provisions of this Constitution.

c. The Charter Board shall receive and approve division committee reports, including financial reports or audits; and shall develop and vote on resolutions to guide the policy of the organization, subject to the provisions of this Constitution and By-Laws.

Section 3. Charter School Network Councils

a. Each represented Charter School Network shall constitute a separate Council within the Charter School Division. Under no circumstances shall there be more than one (1) Council at any worksite.

b. Each Council shall adopt its own By-Laws, which are subject to review and approval by the Charter Board and the CTU President, and shall not conflict with this Constitution and By-Laws or any policy adopted by the Charter Division Board or the House of Delegates. The By-Laws must include provisions to elect a Council Chair, who shall also serve as a non-voting member of the House of Delegates, Secretary, and other Council Officers if appropriate, and Delegates to the Charter Board, and must otherwise comply with the provisions of this Article.

c. Councils shall meet regularly to discuss and take action upon issues that are of particular relevance to the Council. Councils may, at any time, refer matters of general interest to the Charter Division Board. Councils provide a channel of communication between the organization and individual members. Each Council shall establish an elected bargaining committee for the purpose of negotiating single or multi-employer labor agreements, with the assistance of the Charter Division Board. Any strike must be authorized by a majority of the affected employees voting, subject to approval by the Charter Division Board and CTU President.

d. Councils are subordinate to the Charter Division Board. If a Council fails to elect leadership or take any other necessary action when required to do so, the Charter Division Chair, with the advice and consent of the Charter Division Board, shall take whatever action is necessary to best serve the membership.

e. Terms of Office and Vacancies. Council Elections for officers and delegates shall be conducted in accordance with the AFT Constitution, the standards set out by the Labor-Management Reporting and Disclosure Act of 1959 (LMRDA), and the provisions of their own By-Laws provided they are consistent with this Constitution and By-Laws. Term of office shall not exceed three (3) years. Each member shall have a reasonable opportunity to be nominated for office. Notice of the nominations and election of Council officers shall be provided to each member at least 15 days in advance of the nomination and the election. Elections shall be by secret ballot and held at each worksite. Results shall be published by campus and submitted to the Charter Board at its next meeting. If

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any Council Officer or delegate vacates the position, the remaining Council Officers and Delegates shall elect another member to fill the unexpired term of the vacated office.

Section 4. Duties of Charter Division Officers

A. The Charter Division Chair shall be the principal officer of the Charter Division, shall serve on the CTU Executive Board, and shall have the following duties:
    1. be the presiding officer at all meetings of the membership and the Charter Board;
    2. be an ex-officio member of all Charter Division standing committees except the Elections Committee;
    3. be the principal executive officer of the Charter Division;
    4. receive, report and respond to correspondence of the organization;
    5. represent the Charter Division before employer bodies, executive and legislative officials;
    6. represent the Charter Division before the public, community organizations, and the news media;
    7. serve as a delegate to any labor body, affiliate of the American Federation of Teachers, or otherwise as appropriate;
    8. make an annual report to the organization's membership; delegate the responsibilities of the office except where otherwise specified by the Constitution;
    9. serve as a nonvoting member of the CTU Executive Committee; and
    10. serve as a voting member of the House of Delegates and Executive Board.

B. The Charter Division Vice Chair shall serve on the CTU Executive Board and shall have the following duties:
    1. assume the duties of the Chair in the event of the absence, illness, or death of the Chair;
    2. oversee the work of and receive regular reports from the organizing committee;
    3. perform other duties delegated by the Chair or assigned by the Charter Board; and
    4. serve as a voting member of the House of Delegates and Executive Board.

C. The Charter Division Trustee shall serve on the CTU Executive Board as a CTU Trustee and shall have the following duties:
    1. maintain the financial and files and records of the Charter Division;
    2. perform other duties delegated by the Chair or assigned by the Charter Board; and
    3. serve as a voting member of the House of Delegates.

D. The Charter Division Secretary shall have the following duties:
    1. maintain the non-financial files and records of the Charter Division;

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2. record and keep accurate minutes of meetings of the membership and the Charter Division Board;
3. assist the Chair in handling the correspondence of the Division;
4. oversee the work of, and receive and certify the reports of, the Elections Committee;
5. perform other duties delegated by the Chair or assigned by the Charter Board; and
6. serve as a non-voting member of the House of Delegates unless separately elected as a delegate to that body.

Section 5. Election of Charter Division Officers and vacancies

a. Elections shall be conducted in accordance with the AFT Constitution and the standards set out by the Labor-Management Reporting and Disclosure Act of 1959 (LMRDA). Officers shall be elected every three (3) years concurrent with the CTU Officers per Article V of the By-Laws. The Charter Division will elect the following officers: Charter Division Chair; Charter Division Vice Chair; Charter Division Trustee and Charter Division Secretary.

b. To be eligible for office a person must be a member in good standing of the Union and employed at a represented CPS Charter School for a period of two (2) years prior to the date of the election. However, this minimum period of membership shall be six (6) months if the member is in a bargaining unit represented by the Union for less than two (2) years.

c. The Elections Committee shall conduct all elections and referenda of the Charter Division at which only Charter Division members vote. The Elections Committee shall consist of three (3) members in good standing appointed by the Charter Chair with the approval of the Charter Board. The Elections Committee shall elect its chair at least thirty (30) days prior to nominations. No member of the Elections Committee may be nominated for office.

d. At least thirty (30) days prior to the date of the election, the Elections Committee shall publish the rules for nominations and elections and shall notify all members of the opening of nominations for officers, the offices to be filled and of the date of the election mail to each member's home or school site mail box.

e. The nomination of candidates for office shall be by petition. To be nominated a candidate must submit to the Elections Committee a petition containing the signatures of at least: 1) twenty-five (25) of Charter Division members; or 2) seventy-five percent (75%) of the members in the candidate's council; whichever is less. Petitions must be submitted no later than fifteen (15) days following the posted notice of the opening of nominations. Members nominated to run for office must affirmatively accept their nomination. If only one (1) eligible candidate is nominated for an office, the candidate shall be declared elected and no election shall be held.

f. Challenges and objections to the election must be submitted in writing, with a statement of supporting reasons that includes specific facts as well as any documentation, to the

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Elections Committee within five (5) days of the count. The Elections Committee shall issue its written opinion regarding the objections no later than ten (10) days after receipt of such objections. Rulings of the Elections Committee may be appealed to the CTU President.

g. With the exception of the Charter Division Chair, the Charter Division Board will have the power to fill vacancies in its membership until the next general election of officers.

Section 6. Election of CTU Officers and Delegates to the CTU House of Delegates

The Election of CTU Officers, School Delegates to the CTU House of Delegates, and other CTU Offices for which Charter Division members vote shall be conducted by the Election Committee under Bylaw Article V.

ARTICLE XII
SPECIAL GROUPS

Sec. 1: Regular Members

Regular members of the Union whose duties are such as to prevent them from being permanent members of any one school may attend meetings in the district or school where they may be employed at the time meetings are held.

Sec. 2: Inactive Associate Members

All Inactive Associate Members may attend all general meetings.

Sec. 3: Retired Functional Group Members

All Retired Functional Group members may attend all general meetings.

ARTICLE XIII
SAFEGUARDS AND OBLIGATIONS

Sec. 1: This Union shall not promote or permit itself to be used to promote any advantage for any member or particular group of its members, unless the House of Delegates shall decide by majority vote that such action is in the interest of the Union as a whole.

Sec. 2: The Union shall not take any action affecting a particular group of its members without the advice and counsel of that group.

Sec. 3: This Union shall not promote any political party on the federal, state, or local level or any social or economic creed or theory unless such action shall have been previously endorsed by at

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least two-thirds vote of both the Executive Board and of the House of Delegates or by one of the labor bodies with which the Union is affiliated.

Sec. 4: The Union shall not make any distinction among its members on account of race, ethnicity, biological sex, gender, sexual orientation, age, disability, veteran status, marital status, or political, social, religious, or economic views.

Sec. 5: The members of this Union hereby declare their faith in each other and their consequent insistence upon the maintenance of the democratic processes and of the representative form of government by which the Union functions in all relations between the Union and its members.

Sec. 6: No provision of this Constitution or its By-Laws shall be valid which is in violation of the Constitution or By-Laws of the American Federation of Teachers.

Sec. 7: The results of any referendum of the membership of the Union, including the referendum called to vote on this amendment, and the results of any vote for election of Union officers, shall be posted on the Union's official website immediately following such vote or referendum. The posting shall include the number of affirmative and negative votes cast at each school or polling place in each referendum. The posting shall include the number of votes cast for each officer candidate in each school or polling place, and by classification of members voting by mail ballot in each election.

ARTICLE XIV
AMENDMENTS AND REFERENDA

This Constitution, with the exception of this article, may be amended by a two-thirds vote at any meeting of the House of Delegates, provided that notice of the proposed amendment and a copy thereof was in the call for the meeting, and provided further that the amendment was published to the membership not less than ten (10) days previous to the meeting.

Any question, including amendments to this Constitution, shall, on recommendation of the Executive Board or on recommendation of the House of Delegates, or on petition of five percent (5%) of the membership of the Union, be decided instead by referendum of the regular membership of the Union. A majority of votes cast shall decide the issue.

ARTICLE XV
AMENDMENTS AND REFERENDA OF THE CHARTER DIVISION

Any amendment to Article XI (Charter Division) must also be approved by a majority of voting Charter Division members.

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By-Laws

ARTICLE I
PROCEDURE TO ESTABLISH MEMBERSHIP

Sec. 1: Application for membership or for reinstatement in this Union shall be made on a form prescribed by the Executive Committee.

Sec. 2: Any member of the Union may receive dues deduction applications.

Sec. 3: The Financial Secretary shall present to each meeting of the Executive Board a report of the number of Union members by functional groups and/or categories and the Board shall act upon the report.

Sec. 4: A Union membership card shall be adopted by the Executive Committee. The Financial Office, under the supervision of the Financial Secretary, shall have the sole custody and issuance of that form.

Sec. 5: The Financial Secretary shall issue a membership card to each applicant for new membership or for reinstatement in accordance with the rules governing eligibility for membership. Every eligible applicant shall be considered a member of the Union from the time his/her application is received by the School Delegate or by the Financial Office.

Sec. 6: Upon claim presented in person by any member of the Union that he/she has lost his/her Union membership card, and upon verification of the membership, the Financial Secretary of the Union shall issue another membership card, conspicuously marked “Duplicate.”

ARTICLE II
MEMBERSHIP DUES

Sec. 1: Policy

Every member of this Union shall pay into its treasury regular annual or periodic dues as provided in the By-Laws as a condition of remaining in good standing. Members may voluntarily consent to the deduction and remittance of dues from their earnings. The authorization and direction to deduct and remit dues to the Union shall not be a condition of employment. Except as hereinafter provided, membership in this Union shall be continuous. Each member shall be responsible for keeping his/her membership in good standing. Membership shall be prospective from the date of application and at no time shall be retroactive. Applicants for membership or reinstatement shall familiarize themselves with all dues provisions.

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Sec. 2: Dues – Schedule

a. Members at Chicago Public Schools (District)

Regular members in full-time positions –The annual dues for regular teacher members employed full-time in appointed positions (including PAT and TAT) by CPS shall be one percent (1%) of Lane 1, Step 6, of the annual teacher's salary schedule for 40 weeks;

Regular members in part-time and temporary positions– The dues for regular teacher members employed by CPS in part-time or substitute teacher positions shall be sixty percent (60%) of the dues for regular members in full time positions. However, any such member whose salary equals or exceeds a Lane 1, Step 1 teacher salary shall pay full dues.

Any such member whose annual CPS salary is less than $12,000 may make written request to the Dues Adjustment Committee for a reduction of dues to twenty-five percent (25%) of the dues for regular members in full time positions.

Plus, all required AFT and IFT per capita taxes shall be added to the annual dues.

Plus, any additional increase in the per capita cost of the occupational liability insurance program shall be added to the annual dues.

Other CPS educational personnel - The annual dues for other CPS educational personnel (school clerks, school library assistants, truant officers, vision and hearing testers, school community representatives, teacher aides, and related titles) shall be based on sixty percent (60%) of the teachers' dues.

Union Employees – Employees of the Union shall pay the same dues rate as regular teacher members employed full time in CPS District Schools.

b. Members at Charter Schools

All members other than paraprofessionals employed at Charter Schools whose annual salary is *below* Step 1, Lane 1 of the CPS non-charter salary schedule shall pay dues at the rate of one percent (1%) of their salary (including pension pick up), plus all required AFT, IFT per capita taxes and other mandatory pass throughs. But no member will pay less than the dues rate for CPS non-charter paraprofessional members, which is sixty percent (60%) of regular teacher members.

All members other than paraprofessionals employed at Charter Schools whose annual salary is *at or above* Step 1, Lane 1 of the CPS non-charter salary schedule shall pay dues at the same rate as non-charter regular teacher members, plus all required AFT, IFT per capita taxes and other mandatory pass throughs.

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Charter School members who earn less than seventy-five percent (75%) of the salary (including pension pick up) of a CPS Lane 1, Step 1 teacher will pay dues at the rate of CPS Paraprofessional members, which is sixty percent (60%) of CTU-CPS dues.

All paraprofessional members shall pay dues at the same rate as CPS non-charter paraprofessional members.

Dues Phase In. Dues rates for existing charter school members on the effective date of this Constitution shall be phased in over a three-year period. Commencing in the first school year that this Constitution takes effect, the prior existing dues rate for charter members shall be increased by $125 per year until the above dues rates are paid, or until the third school year, whichever comes first.

c. Inactive Associate Members and Retired Functional Group Members – The annual dues for Inactive Associate Members and Retired Functional Group Members shall be $50.00.

Sec. 3: Payments

a. Annual dues shall be paid by:
    1. Monthly payroll deduction pursuant to voluntary written authorization, or
    2. direct cash payment as of November 1, annually in advance.

Sec. 4: Proration of Dues for Direct Cash Payment

a. Applications for membership or for reinstatement after May 1 shall be accompanied by one (1) year's dues plus enough to prorate dues payment to the November 1 annual dues date.
b. Dues payment for applicants for membership or for reinstatement prior to May 1 shall be prorated to the November annual dues date.

Sec. 5: Leaves

a. Study, Travel or Sabbatical Leave – Members on study, travel or sabbatical leave shall pay no less than the inactive associate member dues.
b. Maternity Leave – Members on maternity leave who are being paid in accordance with the sick pay rules shall pay regular member dues. Members on maternity leave who are not receiving salary and who notify the Union that they are off payroll shall pay maternity leave/inactive associate membership dues.
c. Leave for other Employment – Members on leave for other employment (except for Union service or elective office) shall pay retired membership dues.
d. Military Leaves – Members on military leave and members on leave to accompany spouses on military service shall be carried on the books as regular members and have their dues obligations suspended during the time spent in service.

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e. Members in good standing who are granted extended sick leave or disability leave whose sick days have expired and who notify the Union that they are off payroll shall be carried on the books as regular members until such time as the leave is terminated and they return to active employment.

Sec. 6: Dues Adjustment Committee

A permanent committee consisting of the four (4) major officers shall consider and resolve requests for dues adjustments which require special study and interpretation under the By-Laws. The President shall be the chairperson.

Sec. 7: Dues Records

The Union shall maintain, electronically or physically, records of Union membership and dues and fee payments for a minimum of ten (10) years or until three (3) years after membership terminates, whichever is later.

Sec. 8: Non-member Proportionate Share Payments

To the maximum extent permitted by law, the Executive Board is authorized and directed to determine the amount of the cost of the proportionate share of the cost of the collective bargaining process and contract administration which non-member employees are required to pay to the Union pursuant to the Agreement between the Board of Education and the Chicago Teachers Union. Such determination shall be made at the beginning of each fiscal year and shall be predicated on the total annual cost of all expenditures germane to the collective bargaining process and contract administration.

Any non-member employee subject to fair share requirements and making such payments may object to any expenditure from said payment for political activities or causes or ideological issue activities or causes not germane to the collective bargaining process or contract administration, if any such expenditures are included in the proportionate share payments. Any non-member employee who does not so object may be assessed a fair share fee that is equal to one-hundred percent (100%) of all dues uniformly required of members, provided the fee does not include any contributions to candidates for political office.

The Executive Board is authorized and directed to establish and maintain a hearing procedure under which a non-member objecting to alleged expenditures above described may obtain an objective disposition of any such complaints by providing internal Union proceedings from which an objector may appeal to final and impartial arbitration of all controverted issues concerning the existence and/or propriety of expenditures included in the proportionate share payments.

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ARTICLE III
FUNCTIONING DISTRICTS

Sec. 1: For organization purposes, the Union shall be divided into three (3) areas – A, B, and C – and into Functioning Districts within those areas which are as equal as possible.

Sec. 2: The general functioning of the districts shall be the responsibility of the Area Vice Presidents under the supervision of the Executive Board.

Sec. 3: Each district shall be divided into representative units as provided in Article VI, Section 2.

Sec. 4: Each of the other functional groups composed of regular members shall constitute a city-wide representative unit and shall elect one (1) delegate for the first twenty (20) regular members, and an additional Associate Delegate shall be elected for every forty regular members thereafter in a particular school.

Sec. 5: District Organizers

a. Each district shall be serviced by a District Organizer who shall have served at least two years as a School Delegate or member of the House of Delegates, and who shall be appointed from a school within the district, to the extent possible.

b. It shall be the duty of the District Organizers to maintain and increase the Union membership and to see that Delegates are elected and that they function effectively in all of the schools within their respective districts.

c. The Executive Board shall establish a modest monthly remuneration and expense account for the District Organizers.

ARTICLE IV
NOMINATING PROCEDURES FOR ELECTING UNION OFFICERS, AMERICAN FEDERATION OF TEACHERS AND ILLINOIS FEDERATION OF TEACHERS CONVENTION DELEGATES

Charter Division officers shall be elected by Charter Division members as set forth in Constitution Article XI.

The Union shall nominate candidates for its elective offices and for American Federation of Teachers and Illinois Federation of Teachers Convention Delegates, as hereinafter provided:

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Sec. 1: Nominating Procedures for Electing Union Officers

a. Nominating Petitions – Subject to the limitations set up in the Constitution and By-Laws, any regular Union member meeting the membership requirements set up in Section 1(f) of this Article may become a candidate for any elective position by filing a petition signed by not less than five percent (5%) of the regular members qualified to vote on the position.

   Every signer of a nominating petition must be a regular member in good standing at the time of signing.

   All nominating petitions shall be filed with the Financial Secretary not later than March 25 of each election year. The Financial Secretary shall check all such petitions for conformity to the rules of the Union and shall announce the names of the nominees by petition to the regular April meeting of the House.

   The petitions shall be kept on file for at least one (1) year from the date of filing.

b. Any such nominating petitions may contain the name of one (1) nominee or the names of nominees for a slate of candidates for all or any number of Union offices. No member, however, can be a candidate for more than one (1) Union office.

c. Petition Forms –All nominating petitions shall be made on forms prescribed by the Executive Board. Any regular member may obtain one (1) or more blank petitions by calling in person and signing a receipt for them. Each petition blank shall carry a serial number, and receipts shall specify the serial numbers of those issued.

   No petition shall be valid unless its serial number checks with that on the receipt for the issuance of the blank forms.

d. The House of Delegates shall fix the date for filing nominating petitions for Union officers.

e. It shall be the duty of the Financial Secretary to publish in the official Union publication a notice of the time within which nominations for candidates for Union offices shall be filed. This notice shall state the offices for which nominations are in order, where nominating petitions forms may be obtained, the number of signatures required for each candidate or slate of candidates, the place where the petition shall be filed, and the date and hour when the time for filing said petitions expires. This notice may also contain a notice of the election or the notice of the election may be contained in a separate publication.

f. Qualifications of Candidates – Candidates for President, Vice President, Recording Secretary, and Financial Secretary must be regular members who have been in good standing for three (3) years immediately prior to the date of nomination. Candidates for other Union offices must be regular members who have been in good standing for at least two (2) years immediately prior to the date of nomination.

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g. Nominations for Functional Vice President and for House of Delegates members of the Retired Members functional group shall be made by petition on a form furnished by the Union signed by ten (10) members in good standing of the Retired Members group or by action of a meeting attended by at least one percent (1%) of the membership of the group. Nominating petitions shall be filed with the Financial Secretary of the Union. Voting shall be by ballot mailed to each member in good standing of the functional group.

Sec. 2: Nominating Procedures for Electing American Federation of Teachers and Illinois Federation of Teachers Convention Delegates and Alternate Delegates

a. Nominations for delegates and alternate delegates to the convention of the American Federation of Teachers and Illinois Federation of Teachers shall be by petition.

b. Any Union member in good standing may become a candidate for an American Federation of Teachers and Illinois Federation of Teachers Convention delegate or alternate delegate by filing a petition signed by not less than two-hundred (200) regular members in good standing at the time of signing.

   All nominating petitions must be filed with the Financial Secretary not later than March 25 of each election year. The Financial Secretary shall check all such petitions for conformity to the rules of the Union and shall announce the names of the nominees to the regular April meeting of the House. The petitions shall be kept on file for one (1) year from the date of filing.

   All elected AFT and IFT delegates and alternate delegates shall be elected for terms of three (3) years and may succeed themselves.

c. Any such nominating petitions may contain the name of one (1) nominee or the names of nominees for a slate of candidates.

d. Petition Forms – All nominating petitions shall be made on forms prescribed by the Executive Board. Any regular member may obtain one (1) or more blank petitions by calling in person and signing a receipt for them. Each blank petition shall carry a serial number, and receipts shall specify the serial numbers of those issued. No petition shall be valid unless its serial number checks with that on the receipt for the issuance of the blank forms.

e. The House of Delegates shall fix the date for filing nominations petitions for Union officers.

f. It shall be the duty of the Financial Secretary to publish in the official Union publication a notice of the time within which nominations for candidates for American Federation of Teachers and Illinois Federation of Teachers convention delegates and alternate delegates shall be filed. This notice shall state the number of American Federation of Teachers and Illinois Federation of Teachers convention delegates to which Chicago Teachers Union was entitled during the calendar years preceding each AFT and IFT convention, the

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number of convention delegates to which Chicago Teachers Union is expected to be entitled for the following conventions to which delegates and alternate delegates will be elected, where nominating petition forms may be obtained, the number of signatures required for each candidate, and the place where the petitions shall be filed and the date and hour when the time for filing said petitions expires. This notice may also contain a notice of election or the notice of the election may be contained in a separate publication.

g. The Financial Secretary shall include in the notice of election a specification of the time and place of the election. The notice must be reasonably calculated to inform the members of the impending election. The Financial Secretary may combine the notice of election with the notice of nominations provided in Sec. 2(f) of this article, but in such case the notice must be published to the membership at least ten (10) days prior to the last date for filing nominating petitions.

ARTICLE V
ELECTION PROCEDURES

Sec. 1: The election of Union officers, American Federation of Teachers and Illinois Federation of Teachers convention delegates and alternate delegates shall be conducted in accordance with the following procedures:

a. Preparation of Ballots – Promptly after the expiration of the time for filing nominating petitions, the Financial Secretary shall deliver to the chairperson of the Rules-Elections Committee a complete list of candidates for elective officers to be filled at the election.

b. Sample Ballots –Not later than May 1 preceding the election, the Financial Office, under the supervision of the Financial Secretary, shall furnish each School Delegate a sufficient number of sample ballots for each regular Union member. The candidates by slates and positions named thereon shall be in parallel columns. An additional column shall be provided for listing all independent candidates by position.

   The Financial Office, under the supervision of the Financial Secretary, shall be responsible for the printing and distribution of all sample and official ballots.

c. Official Ballots –The Financial Office, under the supervision of the Financial Secretary, shall assign distribution of a sufficient number of ballots by the company who prints the ballots to all regular members who were in good standing as of April 1 preceding the election.

   All members shall vote in their respective schools except those members who receive their individual ballots by mail and vote by mail. The rules for the nomination and election of Union Officers and delegates and alternate delegates to the AFT and IFT conventions approved by the Executive Board and by the House of Delegates prior to the election conducted every three (3) years shall include and list the categories of members who receive their ballots by mail and who vote by mail ballot.

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d. Rules for Election –The House of Delegates shall adopt rules and regulations for the conduct of the election which shall be held on the third Friday in the school month of May.

The House of Delegates shall also set up rules for canvassing the ballots and reporting the returns of the election. No candidate or member of the Executive Board shall serve in canvassing the ballots.

In the event that no candidate for a Union office receives a majority of the votes cast for that office, the Rules-Elections Committee shall conduct a run-off election as soon as practicable, but in any event soon enough to allow newly-elected officers to assume office as of July 1 of that year. The run-off ballot shall list those two candidates with the greatest number of votes cast in order of the number of votes received beginning with the higher number.

e. Official Election Report –At the first regular meeting of the House of Delegates after the vote count is completed, the chairperson of the Rules-Elections Committee shall report the results of the election.

The President shall then declare the winning candidates duly elected.

The officers shall assume office as of July 1 next after the election.

f. Disposition of Election Materials – The Financial Secretary shall be responsible for storage and final disposition of election materials, and shall retain all election materials for no less than one (1) year.

Sec. 2: The election of Delegates shall be conducted as follows:

a. Each Representative unit during January in election years shall elect by ballot one (1) delegate. The rules approved by the Executive Board shall govern the election(s). These delegates shall assume office as of February 1.

Increases in the unit representation shall be allowed any time the unit satisfies the requirements.

Elections for interim vacancies, including Associate Delegate positions newly-created by increases in unit representation, shall be held as they occur and Delegates elected in interim elections shall assume office upon proper notification to the Financial Secretary.

The School Delegates for each representative unit shall be responsible for the election of Delegates for their units. They shall, immediately after the election, deliver to the Union office an accurate report of the election together with the voters' list and the ballots cast.

The Rules-Elections Committee shall be responsible for the elections of Delegates from special groups. They shall be elected by members of their respective groups. City-wide

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meetings shall be held for each group for the purpose of nominations. Elections shall be conducted by mail ballots.

ARTICLE VI
DUTIES OF OFFICERS

Sec. 1: Duties of Major Officers

a. President – It shall be the duty of the President of the Union to preside over all general meetings, meetings of the House of Delegates, meetings of the Executive Board, meetings of the associate members (and upon request), over other meetings of Union members. He/she shall make such appointments as are required in the Union Constitution, or the By-Laws, by the House of Delegates, or by the Executive Board. In June of each election year, he/she shall cause the Board of Trustees to elect one (1) of its number as chairperson. He/she shall be the chief administrative officer of the Union and shall have the responsibility for general supervision of the functioning of the Union in all of its parts and divisions. He/she shall be a member, ex-officio, of all of the delegations of the Union to the labor bodies with which the Union is affiliated and of all Union committees. During major negotiations, he/she shall be accompanied by at least one (1) other officer or member of the Executive Board. He/she shall decide all questions concerning the interpretation and application of this Constitution, subject to reconsideration by the House of Delegates.

b. Vice President –The Vice President of the Union shall assume the duties of the President in the absence or disability of the President. At the President's request, the Vice President shall represent him/her at meetings and conferences and must report thereon to the President immediately. The Vice President shall act as chairperson of the Policies Committee.

   The Policies Committee shall be composed of the three (3) Area Vice Presidents and all Vice Presidents of the elementary functional group, the high school functional group, all career service functional groups, the clinicians functional group, and the retired members' functional group. The Policies Committee shall act on matters referred to it by the President, the Executive Board or the House of Delegates and shall make recommendations on such matters to the Executive Board and the House of Delegates.

c. Recording Secretary – The Recording Secretary shall act as Secretary at general meetings, meetings of the House of Delegates, and of the Executive Board. The Recording Secretary shall keep and shall have sole charge of adequate records of these meetings including attendance at the meetings of the House of Delegates and of the Executive Board. These records shall become a part of the permanent records of the Union. He/she shall report the election of the members of the House of Delegates to the Executive Board and to the House of Delegates. This report to the House shall constitute certificate of membership for newly elected members of the House. He/she shall perform such other duties as are required by the Constitution and By-Laws of the Union.

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d. Financial Secretary –The Financial Secretary shall have sole responsibility for the collection of the annual dues of members and of the issuance of membership cards. He/she shall keep a complete record, by individuals, schools, and groups of the dues status of the Union members. He/she shall have locked files and shall be solely responsible for them. No one else may have access to change membership files except employees so charged with the responsibility who work under the direction of the Financial Secretary or upon written request signed by the President. Such requests shall be kept on file.

The Financial Secretary shall deliver to the treasury of the Union all monies collected by the Financial Office. He/she shall attend all meetings of the Executive Board and of the House of Delegates and shall make reports thereto.

Subject to the direction of the Union, the Financial Secretary shall have sole charge of all monies in its possession. He/she shall pay all authorized bills against the Union. If a bill is paid by check, it must bear the signature of two of the following persons: President, Financial Secretary, or a bonded, insured office employee assigned to the duty under the Financial Secretary's direction. In the case of inability of both the President and the Financial Secretary, another major officer may sign checks.

He/she shall present to each regular meeting of the House a report on Union finances for the period since the last report. Each year, the Financial Secretary shall furnish an audited report of the Union which shall be printed in the Union's publication.

At the meeting of the Board of Trustees or upon request of the Trustees, the Financial Secretary shall provide the Trustees with the following:

1. an updated statement of income and expenditures, including in the latter a list of accounts to which the expenses were charged;
2. an updated statement of monies deposited in savings and investment accounts in the name of the Union.

The Financial Secretary shall, upon written request by the Board of Trustees, allow the Board of Trustees, either singly or as an assembled body, to examine all financial records of the Union.

Sec. 2: Board of Trustees

Under the supervision of the Executive Board, the duties of the Board of Trustees shall be:

a. to procure each year, a reliable and adequate audit of the finances of the Union for the preceding fiscal year ending June 30, and to deliver a copy of said audit to other major officers and to announce to the membership of the Union that said report may be inspected in the Union office by any member;

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b. to cause to be made at an appropriate time during fiscal year an itemized inventory of all physical properties of the Union. At least one (1) copy of the inventory shall be provided for the President and for the Financial Secretary, and one (1) shall be kept on file by the Board of Trustees;

c. to secure the necessary bonding of Union officers and of Union employees, and to see that the officers have procured all necessary insurance on Union property;

d. to examine and make appropriate recommendations regarding the payment of all Union financial obligations that are not provided for specifically by the Executive Board, by contract, or by the annual budget;

e. to exercise general supervision over the maintenance of all Union properties and of all property leased by the Union;

f. to see that public laws are complied within the operation of the Union and in the maintenance of its offices;

g. to prepare annually a budget for each fiscal year which shall be from July 1 through June 30. The budget is to be presented to the Executive Board not later than April. The Executive Board shall submit the proposed budget, together with its recommendations, to the May meeting of the House of Delegates. No budget shall be in force until it has been passed by the House;

h. the Union budget shall provide a contingent fund for the Executive Board to meet emergency expenses in Union service; and

i. all official acts of the Trustees shall be reported to the Executive Board by the chairperson of the Trustees.

Sec. 3: Area Vice Presidents

Under the supervision of the Executive Board the duties of the Area Vice Presidents shall be:

a. to maintain and increase the membership of the Union;

b. to select, change when necessary, and direct the activities of the District Organizers with the advice and consent of the Executive Board;

c. to direct the election of School Delegates and members of the House of Delegates through the District Organizers;

d. to record and report to the Recording Secretary the attendance of Delegates at meetings of the House of Delegates and to provide for the election of new Delegates where vacancies occur;

e. to record and report to the Financial Secretary the attendance at the House of Delegates meetings;

f. to assist the District Organizers in arranging for and conducting meetings of the Union that may be called in the various districts; and

g. to promote among the members better understanding of the established policies, objectives, programs and functions of the Union.

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Sec. 4: Functional Vice Presidents

a. The Vice Presidents of each functional group with more than one (1) Vice President shall elect a chairperson and vice chairperson from the respective functional group to serve for a period of two (2) years. The chairperson shall promote and organize the operation of the functional unit and make periodic reports to the Executive Board during their term of office.

b. Functional Vice Presidents shall serve as active members of the Professional Problems Committee and it shall be the duty of each Functional Vice President to aid the Professional Problems Committee in assembling, organizing and selecting collective bargaining proposals for the forthcoming agreement with the Board of Education.

c. It shall be the duty of the Vice Presidents of each functional group to call general meetings of the functional group at least once a year. It shall be the duty of each Functional Vice President to attend and promote such meetings.

d. Functional Vice Presidents shall serve on strike committees (temporary or permanent) and shall undertake responsibility for organizational tasks in connection with their respective functional units.

ARTICLE VII
EXECUTIVE COMMITTEE

Sec. 1: The Executive Committee, composed of the President, the Vice President, the Recording Secretary, the Financial Secretary, the chairperson of the Board of Trustees; and the Charter Division Chair (non-voting) shall manage the business and office affairs of the Union and shall have the powers and duties prescribed in the By-Laws. It shall also have the additional powers and duties prescribed to it by the Executive Board or House of Delegates. Nothing in this article shall be construed as a limitation on the powers of the President as Chief Executive Officer of the Union.

Sec. 2: The Executive Committee shall meet at least bimonthly and at the call of the President. The Recording Secretary shall keep records of the proceedings and provide a copy of said proceedings to the Trustees within one (1) week.

Sec. 3: The Executive Committee shall have the duty of advising the President and other officers of the Union when requested and shall also with the approval of the President and the Executive Board be authorized to perform the following management functions:

a. procure office space for the Union Officers and provide for necessary maintenance;

b. office supplies, furniture and equipment and furnish the Board of Trustees with an inventory thereof annually;

c. negotiate with Unions of employees of the Chicago Teachers Union and, in its discretion, enter into agreements with such Unions; procure all needed employees and, in its discretion, enter into written contracts with these employees;

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d. employ administrative assistants in its judgment necessary to carry on the business affairs of the Union, process grievances and perform other duties made necessary under any collective bargaining contracts to which the Union is a party;

e. employ a general office manager who shall be in charge of all office operations and who shall be under the direction of the President;

f. procure such insurance as may be necessary in its judgment or the judgment of the Board of Trustees to protect against hazards to Union property and other liabilities, and to procure and keep in force such fidelity bonds for employees as may be required by the Board of Trustees, and in addition as it may deem necessary;

g. provide for the general management and control of the Chicago Teachers Union Foundation in accordance with the Foundation's governing documents;

h. exercise control and management of all Union property and provide for the maintenance thereof, and to maintain close relations with the Board of Trustees in the performance of the duties delegated to the latter by the Constitution; and

i. make reports of specific matters to the Executive Board when requested to do so by the Executive Board or House of Delegates.

ARTICLE VIII
DUTIES OF THE EXECUTIVE BOARD

Sec. 1: The Executive Board shall be directly responsible to the House of Delegates, and shall report thereto all of the official acts of the Board, together with such recommendations as it may deem desirable.

Sec. 2: The Executive Board shall cause the legislative acts of the House of Delegates to function.

Sec. 3: The Executive Board shall advise and direct the officers of the Union.

Sec. 4: In emergencies, the Executive Board may take action which would, in the absence of emergency, be first authorized by the House of Delegates, but such action, with the reasons therefore, shall be reported by the Board to said House at the earliest opportunity.

Sec. 5: The Executive Board shall fill all vacancies in the offices of President, Vice President, Recording Secretary, Financial Secretary, Trustees, and Area Vice Presidents until the next regular election. Any such appointment shall be subject to the approval of the House of Delegates at its next regularly-scheduled meeting or at a meeting of the House of Delegates called for that purpose.

Sec. 6: The Executive Board may set up and discharge necessary committees to function in the interest of the Union.

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Sec. 7: The Executive Board shall present for approval by the June meeting of the House of Delegates its selection of delegates to the Illinois Federation of Labor Convention.

Sec. 8: The Executive Board shall perform such duties for the Chicago Teachers Union Foundation as set forth in the Foundation's governing documents.

ARTICLE IX
DUTIES OF THE HOUSE OF DELEGATES

Sec. 1: Subject to the Union membership itself and any exceptions specifically set forth in this Constitution and By-Laws, the decisions of the House of Delegates on Union matters shall be supreme and final. The House may consider and act upon any matter which it regards as pertinent to the purposes and activities of this Union.

Sec. 2: At each regular meeting of the House of Delegates, it shall hear and, at its discretion, act upon reports from officers of the Union, from the Executive Board, from Union committees, from Delegates, and from any other sources whose presentation is duly authorized. It shall also hear and may act upon pertinent matters brought before it in due order by any of its members.

Sec. 3: The House of Delegates shall fill vacancies occurring in existing or newly created elective offices, except those that, according to the Constitution, are filled by action of the Executive Board, and also except vacancies occurring in the office of Functional Vice President which shall be filled by action of a meeting of House of Delegates members of the respective functional group. Officers so elected shall serve until the next regular election.

Sec. 4: The House of Delegates shall authorize the employment of Administrative Assistants, Directors, Field Representative, office employees, and other personnel as deemed appropriate by the major officers for the Union, and accept a contract on behalf of the Union with said Administrative Assistants, Directors, Field Representatives, office employees, and other personnel. Such contracts shall be signed by the President of the Union and by the Recording Secretary, but no such contract shall be valid unless confirmed by the House of Delegates through its approval of expenditures in the Union's annual budget. In the case of multi-year contracts, the House of Delegates shall authorize the officer to enter into said contracts, which shall be binding on the Union.

Sec. 5: The House of Delegates may set up such committees as it deems necessary.

Sec. 6: The House of Delegates shall use the following procedures to suspend a strike and recommend acceptance or rejection of a proposed tentative Union-Board contract:

a. The House of Delegates shall have the authority to suspend a strike;
b. Within ten (10) school days after such postponement, the affected membership shall vote in a secret ballot referendum on acceptance (or rejection) of the tentative agreement. If the membership accepts the proposed tentative agreement, the strike shall be automatically ended;

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c. If the membership rejects the proposed tentative agreement, a special meeting of the House of Delegates shall be convened within five (5) days of the referendum vote to set a date for the resumption of the strike.

ARTICLE X
DUTIES OF SCHOOL DELEGATES

School Delegates shall have the following duties, where applicable:

Sec. 1: to conduct elections for and serve as a chairperson of the School Professional Problems Committee;

Sec. 2: to secure and retain in Union membership every person in his/her school who is eligible;

Sec. 3: to keep an accurate record, on a form prescribed by the Executive Board, of the dues status of every member of his/her school;

Sec. 4: to transmit all Union monies collected by him/her to the Financial Secretary;

Sec. 5: to distribute to Union members or to all the teachers in his/her school material sent to him/her for that purpose by competent Union authority. The School Delegate may not distribute material not so authorized, except in the line of service to the Chicago Board of Education;

Sec. 6: to cooperate to the extent possible in the distribution of all bona fide campaign literature from official CTU slates and candidates for CTU Officers, and American Federation of Teachers/Illinois Federation of Teachers delegates;

Sec. 7: to cooperate to the extent possible in setting up candidates' meetings at his/her school if requested by a candidate or slate;

Sec. 8: to conduct, in cooperation with other Delegates in the representative unit, the election of its members to the House of Delegates; and

Sec. 9: to attend all Union meetings of which he/she is a constituent, and to give a fair report of same to the Union members in the school.

ARTICLE XI
FUNCTIONS OF COMMITTEES

GENERAL

Sec. 1: The chairpersons of all standing committees, after informing the President, shall report all actions of the committees to the Executive Board. Each committee will maintain a short summary of the committee's recent work to be available along with meeting notes on the

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member secure section of the website. The Executive Board may at its discretion, recommend the committee action to the House of Delegates for final approval or rejection.

Sec. 2: Any standing committee may, on its own initiative, make recommendations to the Executive Board on any matter in its field.

Sec. 3: After due consideration by the Executive Board, items shall be assigned to the proper committee by the President.

Sec. 4: Any standing committee may set up sub-committees for specified purposes. The chairperson of every sub-committee must be a member of the main committee, but the other members of a sub-committee may or may not be members of the main committee, though they must be members of the Union.

Sec. 5: Any Union standing committee, through Executive Board or House action, may cooperate and confer with any other Union committee.

Sec. 6: Any member or group of members, by invitation of the chairperson, may appear before any committee to which a matter of special interest to that member or group of members has been referred.

Sec. 7: The standing committees of the Union shall be: Education, School Finance and Taxation, Legislative, Membership, New Organizing, Policies, Political Action, Public Relations and Communications, Professional Problems, Retirees, Social, Rules-Elections, Pension and Insurance, Practical Arts and Vocational Education, Human Rights, Women's Rights and Welfare.

Sec. 8: The chairperson and members of each standing committee shall be appointed by the President with the advice and consent of the Executive Board. The chairperson and members of the standing committees shall be appointed for a term of two (2) years no later than May 15th or within two (2) months of any vacancy.

Sec. 9: The Executive Board will maintain a short document that outlines norms, values, and best practices of committees and their work in order to support member engagement to the greatest extent possible.

ARTICLE XII
STANDING COMMITTEES

Sec. 1: Education Committee

The duties of the Education Committee shall be the following: educational trends, school curricula, courses of study, classroom procedures, school organization, qualification requirements for teachers, methods of school and teacher rating, learning and rating standards of

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pupils, college entrance requirements, pupil and teacher discipline. All Union matters within that field shall be referred to this committee.

Sec. 2: School Finance and Taxation Committee

The duties of the committee on School Finance and Taxation shall be:

a. to keep up-to-date with all available information on the finances of the Chicago Public Schools, and to report on them from time to time to the House of Delegates and to the Executive Board; and

b. to study and make reports on taxation and revenue for support of the public schools.

Sec. 3: Legislative Committee

The Legislative Committee shall keep up-to-date with information on actual and proposed legislation, federal, state and local, which concerns the Chicago Public Schools, and report on it to the House of Delegates and to the Executive Board. The committee may also recommend initiation of legislation. The committee shall work with the Political Action Committee to accomplish the legislative goals of Chicago Teachers Union.

Sec. 4: Membership Committee

The Membership Committee shall consist of the Financial Secretary, the three (3) Area Vice Presidents, and the District Organizers. The duties of the Membership Committee shall be:

a. to set up, coordinate and supervise membership committees in each district and to cooperate with their efforts in all practicable ways;

b. to conduct intensive membership campaigns each year;

c. to restate the boundaries of the representative units within each district during election years, if necessary, using membership figures as of November 1; and

d. to report to the December meeting of the House of Delegates prior to the triennial election of Delegates any recommendations for changes in representative units in all districts, based on changes in the Union membership.

Sec. 5: Public Relations and Communications Committee

The duties of the Public Relations and Communications Committee shall be:

a. to develop prototypes for membership brochures and public relations campaigns;

b. to work with the Recording Secretary, the Union’s chief communications person, and the Editor on publicity campaigns;

c. to cooperate with the Membership Committee in the issuance of membership material;

d. to cooperate with all Union committees in publicizing their activities;

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e. to accumulate and maintain for the Union a reference library on matters of Union interest and service; and

f. to develop and update a listing of articles, cross-referenced by subjects, appearing in the regular Union publication.

Sec. 6: Professional Problems Committee

The duties of the Professional Problems Committee shall be:

a. to develop a list of collective bargaining proposals for each school year;

b. to recommend strategy and procedure for the accomplishment of the Chicago Teachers Union's collective bargaining goals; and

c. collective bargaining proposals shall include wages, hours, working conditions and all professional aspects of the employment of teachers and other educational personnel.

Sec. 7: Social Committee

The field of the Social Committee shall be general responsibility for the social activities of the Union.

Sec. 8: Rules-Elections Committee

The Rules-Elections Committee shall have for its function:

a. the keeping of the various rules of the Union properly codified and up-to-date; and

b. the supervision of the biennial elections and any other elections or referenda referred to it.

Sec. 9: Pension and Insurance Committee

The duties of the Pension and Insurance Committee shall be:

a. to study current trends in pension and retirement plans which concern Chicago teachers, paraprofessionals and school-related personnel and report on them with recommendations to the Executive Board and to the House of Delegates; and

b. to develop a pension legislative program each year and to recommend same to the Executive Board and House of Delegates for their approval.

Sec. 10: Practical Arts and Vocational Education Committee

The duties of the Practical Arts and Vocational Education Committee shall be:

a. to study curriculum and current trends in Career and Technical Education; and

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b. to make recommendations for improving all phases of Practical Arts and Vocational Education to the Executive Board and to the House of Delegates.

Sec. 11: Human Rights Committee

The Human Rights Committee shall study and make recommendations to the Executive Board and to the House of Delegates in the area of human rights relating to teachers, paraprofessionals and school-related personnel, and pupils.

Sec. 12: Political Action Committee

The duties of the Political Action Committee shall be:

a. to work with the Union's chief legislative person to identify and recommend endorsements to the Executive Board and to the House of Delegates of candidates for political office who support the Union position on legislation concerning the Chicago Public Schools, working people and their families, and the trade union movement;

b. to work with the Union's chief legislative person to develop and make recommendations each year to the Executive Board and to the House of Delegates a list of legislative proposals to benefit active and retired members;

c. to work in the districts and at phone banks on behalf of Union-endorsed candidates for political office; and

d. to work with the Union's chief legislative person on the Union's legislative program.

Sec. 13: Policies Committee

The duties of the Policies Committee shall be to act on matters referred to it by the President, the Executive Board, or the House of Delegates and shall make recommendations on such matters to the Executive Board and to the House of Delegates.

Sec. 14: Women's Rights and Welfare Committee

The Women's Rights and Welfare Committee shall study and make recommendations to the Executive Board in the area of women's rights and welfare relating to the members.

Sec. 15: New Organizing Committee

The New Organizing Committee shall study and make recommendations to the Executive Board and the Charter Board concerning organizing the unorganized among CPS Charter Schools. The Chairperson of this committee shall be appointed by the Charter Chair.

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Sec. 16: Retirees Committee

The Retirees Committee is an integral part of the CTU whose duties shall be to help strengthen, unite and build CTU power through full participation of its members in the governance of affairs and issues that directly affect retirees.

The duties of the Retiree Committee include:

a. to work with the Union's other standing committees in collaboration with their efforts to improve and function as a well-rounded union;

b. to hold meetings every month before the regular Retiree Functional Group meeting and report every two (2) months to the functional group;

c. to maintain three (3) officers: Chairperson (selected by the President of the union), Vice Chairperson and Recording Secretary (both selected by the Committee) along with not more than 20 members; and

d. to record minutes and agenda at every meeting along with an attendance sheet.

ARTICLE XIII
MEETINGS

Sec. 1: Meetings of the Executive Board

a. The President shall call meetings of the Executive Board at least once a month. Other meetings of the Executive Board may be called at the discretion of the President or upon written petition of one-fifth or more of its members.

b. The Executive Board shall be responsible for the general functioning of the Union. To that end, it may consider and recommend to the House of Delegates any matter relevant to the purposes of the Union.

c. A quorum for any meeting of the Executive Board shall consist of one-half or more of its voting members, but a smaller number than one-half may adjourn any non-quorum Board meeting to a specified time and place.

Sec. 2: The House of Delegates

a. The House of Delegates shall meet regularly each calendar month during the school year, except that the House, itself, or the Executive Board may set a different date for a particular meeting.

b. The meetings of the House of Delegates shall be presided over by the President of the Union. The members of the Executive Board shall be ex-officio members of the House of Delegates and shall attend its meetings. Persons employed by this Union as Administrative Assistants shall have the right of the floor in these meetings, but not the right to vote.

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c. At all regular meetings of the House of Delegates the agenda shall consist of the following items: Recording Secretary's report; Financial Secretary's report; financial statement; report from the Executive Board by the President; other officers' reports; reports of standing committees; reports of special committees; reports of delegates; unfinished business; and new business. The presiding officer shall have the privilege of presenting the items of the agenda in the order he/she considers expedient.

   Any meeting of the House of Delegates may adopt, by a majority vote, without debate, any specified order of business for that meeting or for any part thereof, provided that, except as these By-Laws required otherwise, the procedures of the meetings shall be governed by Robert's Rules of Order, Revised Edition.

d. Any member at any regular meeting of the House of Delegates may bring to the floor any matter which is relevant to the purposes of the Union. If such matter does not come from a committee and is not already in committee, the President shall refer it to the appropriate committee at once, unless there is objection. If there is objection, the President shall put the matter of an immediate hearing to vote without debate. If the majority of the House votes to have discussion, the President shall at once recognize the introducer of the matter, who may then proceed to move upon it in the regular way, thus bringing it before the House for action.

e. With the consent of the Executive Board, the President may call a special meeting of the House of Delegates. He/she must do so upon written petition of not less than ten percent (10%) of the members of the House, provided that such petition shall specify the purpose of the meeting. Every call for a special meeting of the House shall specify the purpose of the meeting, and no business other than that specified in the call may be transacted at that meeting except by unanimous consent.

f. A quorum for a meeting of the House of Delegates shall be one-third of the members thereof, but a smaller number may adjourn any non-quorum regular meeting to a specified time and place.

g. Delegates must report either in person or in written form to the representative units which elected them at least once every half-year. Delegates shall establish a procedure by which they receive instructions from their constituency during times of concern to those representative units. The names of those Delegates not attending monthly meetings shall be published in the Union publication monthly.

Sec. 3: Meetings in the Schools

School Delegates shall promote regular meetings in the school of Union members in the school, but out of school hours, to consider Union matters or for social purposes.

Sec. 4: District Meetings

a. With the advice and consent of the Executive Board, an Area Vice President may call meetings in his/her districts. He/she must call such meetings upon the written petition of not less than ten percent (10%) of the members in a district, signing from at least five (5)

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different schools in the district, provided only that such petition must specify the purposes of the meeting, and must not interfere with other regularly scheduled Union meetings. The notices calling it must state its purpose and no other business than that named in the call may be transacted at that meeting except by the unanimous consent of all of the members present. The House of Delegates may also authorize a district meeting.

b. The notices of each district meeting shall be sent to the School Delegates for distribution to the members not less than ten (10) days in advance of such meeting. These notices shall carry the agenda for the meeting.

c. The official actions of each district meeting shall be reported to the next regular meeting of the House of Delegates by the Area Vice President.

d. Each district meeting shall choose a secretary for that district. Said secretary shall act as such for all his/her district meetings and shall serve for one (1) year or until a successor is chosen.

e. Within one (1) week after each district meeting, the Secretary thereof shall send to the Area Vice President and to the Recording Secretary of the Union a copy of the minutes of said meeting. Each such copy shall be plainly marked as to date and name of district, and shall be signed by the member who made the original.

f. Matter on the agenda for such meeting shall take precedence over matter not on the agenda, but any member of the Union eligible to attend such meetings may bring to the floor any matter, in its order, which is relevant to the purpose of the Union. Such matter, if not on the agenda, shall be treated as provided for new matter before the House of Delegates, Article XIII, Section 2d, of these By-Laws. Action voted by a district meeting is binding only for that district, and if Union action is sought, district action must be directed to the House of Delegates, which must act upon the matter for the Union as a whole.

g. A quorum for a district meeting as provided herein shall be not less than one-fourth of the members of the Union in said district.

Sec. 5: Functional Group Meetings

a. Meetings of a functional group of regular members may be called by any of its Vice Presidents, or by petition of five percent of the members of the functional group.

b. It shall also be the duty of the Vice President of each functional group to elect one (1) Vice President as chairperson of each meeting, and one (1) as secretary for said meeting and said elected chairperson shall be responsible for filing a report of each functional meeting with the Union office within thirty (30) days of each meeting.

c. Vacancies in the office of Functional Vice President shall be filled by vote of the regular members of the functional group at a meeting called for that purpose.

d. Meetings shall be publicized at least two (2) weeks in advance, and shall not conflict with other Union meetings specified in this Constitution.

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e. Five percent of the members of a functional group shall constitute a quorum at all business meetings of the general membership of such functional group, except that any functional group may set a larger percentage as its own quorum.

f. The elected Vice President of the Retired Members shall call a general meeting of the functional group at least twice a year. Notices must be mailed within not less than ten (10) days of the meeting. Regular meetings of the Delegates elected by the functional group shall be called at least three (3) times a year to recommend matters for the consideration of Union committees, Executive Board and House of Delegates.

g. The Vice Presidents of all the regular functional groups shall form the Policies Committee with the First Vice President as chairperson.

Sec. 6: General Meetings

a. General meetings of the membership of the Union may be held at the discretion of the Executive Board or the House of Delegates.

b. The purposes of the general meetings shall be to report on the work of the Union and to place information before the members. The place, the time and the agenda of general meetings shall be fixed by the Executive Board. In the case of general meetings, the agenda shall be restricted to the subject or subjects mentioned in the call.

c. In case of emergency, matter not on the agenda of a meeting may be brought before the meeting by the presiding officer.

d. Union members desiring to have placed before a general meeting any information or resolution shall submit said materials in writing to the Executive Board (with the privilege of presenting the matter personally) not later than its meeting next before the general meeting. If the Board agrees that the material should be presented, the introducer thereof shall have the privilege of speaking upon the matter at the meeting for five (5) minutes. The matter shall then be referred by the presiding office to the proper committee.

ARTICLE XIV
OFFENSES AND PENALTIES

Sec. 1: Any member whose acts allegedly bring the Union into disrepute, or allegedly do the Union and the cause of union labor definite harm, which shall include crossing or working behind a Union picket line, may be tried on appropriate charges by the Executive Board sitting as the Trial Board, and, if found guilty, may be penalized by it, subject to appeal as hereinafter provided. The procedures of accusation, trial, and judgment shall be as follows:

a. Charges may be made against a member of the Union only by the other members. These charges must be made in writing and signed by the accusers. The charges must specify the overt act or acts and the time and place of their occurrence. They must also be filed with the Recording Secretary, who shall at his/her earliest convenience, give to the President a verbatim copy of the charges, including the signatures.

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b. The President shall call a meeting of the Executive Board for the purpose of deciding whether the charges warrant a trial. A two-thirds majority vote of this meeting shall be necessary to order trial. If the Board fails to so order, the Recording Secretary shall so notify the accusers and make appropriate notation on his/her copy of the charges.

c. If trial is ordered, the Executive Board shall at once set a time and place therefore, but the time shall not be earlier than two (2) weeks after passing the order. The Recording Secretary shall write on the charges: "Trial ordered (date)," and shall notify both accusers and accused by personal service or a return-receipt registered letter, stating the action of the Executive Board, specifying the time and place of the trial, notifying them to appear at said time and place, together with their witnesses (if any) and enclosing a verbatim copy of the charges.

d. When the Recording Secretary has made personal service of the notice above provided for or shall have received the return receipts from the registered letters, he/she shall notify the President of the Union and shall send notice of the trial meeting to each member of the Executive Board. If any member of the Executive Board is a signer of the charges, he/she shall not sit as a member of the Trial Board during the trial.

e. The President shall direct the Recording Secretary to read the charges, including the signatures, and shall call upon the accusers by name to testify. The testimony of witnesses other than the accusers may also be taken. When the direct testimony is finished, the accused or any member of the Trial Board may question the accusers and the other witnesses. The President shall call upon the accused to testify. After this direct testimony, the accused may be questioned by the accusers or the members of the Trial Board. He/she may then present his/her witnesses, if any. These witnesses shall be subject to questioning as above. All witnesses, including the accusers and the accused, shall confine themselves to testimony on facts and to answering questions. Only the Trial Board, the accusers and the accused, and the witnesses shall be present, but witnesses may be excluded from the hearing room when they are not testifying.

f. When all testimony is concluded, the President shall cause all persons except the members of the Trial Board to leave the room. The Board shall then proceed to deliberate on a verdict. The Recording Secretary shall send written notice to that effect to both accusers and accused. If a verdict is voted, the Recording Secretary shall write the verdict across the face of the charges.

g. If the verdict is "Guilty," the Trial Board shall at once fix the penalty. Such penalty may be either suspension from Union membership for a designated period of these By-Laws. The Recording Secretary shall notify the accusers and accused of the verdict and shall state the penalty, if any, imposed by the Trial Board. This letter shall be counter-signed by the President of the Union.

h. If, at the time of the trial of an accused, the Recording Secretary has in hand return Post Office receipts or other proof of service of notice to appear, and if less than three-fourths of the accusers do appear as directed, the President shall declare the charges dismissed, and the Recording Secretary shall so notify the accusers, in writing.

i. If at least three-fourths of the accusers do appear and the accused does not appear or present a reason for non-appearance acceptable to the Trial Board, this failure to appear

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shall be judged prima facie evidence of guilt, and the Trial Board may render a verdict in accordance therewith.

j. Within thirty (30) days after any final action by the Trial Board, either accusers or accused may appeal to the Appeal Committee which shall consist of the Functional Vice Presidents. The appeal shall be perfected when written notice addressed to the President is review the penalty and shall either sustain or revise the penalty. If the Appeal Committee revises the penalty, its determination shall be final and conclusive and shall be substituted for the penalty imposed by the Trial Board. If no verdict is rendered by the Appeal Committee, the action of the Trial Board shall be in full force and effect.

k. If it becomes necessary to file suit in order to collect a fine assessed under this Article, the member shall be required to pay all costs and attorney fees incurred by the Union to collect the fine.

ARTICLE XV
COMPENSATION AND EXPENSES

Sec. 1: By a two-thirds majority vote, the House of Delegates may set compensation for one (1) or more officers of the Union, including its Divisions, as resources will allow.

Sec. 2: The Union budget shall provide a contingent fund for the Executive Board to meet emergency expenses in Union service. The Financial Secretary shall have charge of this fund and shall render in his/her monthly and annual reports an itemized account of its expenditures.

Sec. 3: An itemized account of all expenditures from contingent funds shall be made by the persons or bodies to which they are granted. Such accounts shall be included in the monthly and annual reports of the Financial Secretary or his/her designee.

ARTICLE XVI
AMENDMENTS

These By-Laws, with the exception of this article, may be amended by a two-thirds vote at any meeting of the House of Delegates, provided that notice of the proposed amendment and a copy thereof was in the call for the meeting, and provided further that the amendment was published to the membership not less than ten days previous to the meeting.

Any question, including amendments to these By-Laws, shall, on recommendation of the Executive Board or on recommendation of the House of Delegates, or on petition of five percent of the membership of the Union, be decided instead by referendum of the general membership of the Union. A majority of votes cast shall decide the issue.

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Exhibit

B

FILED DATE: 10/9/2024 9:05 AM 2024CH09334

LIBERTY JUSTICE CENTER

October 1, 2024

Via Certified Mail & Email

Mrs. Stacey Davis Gates, President
Mrs. Maria T. Moreno, Fiscal Secretary
Chicago Teachers Union
1901 W. Carroll Ave.
Chicago, IL 60612
leadership@ctulocal1.com

Re: Audits For Fiscal Years 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024

Dear President Gates and Secretary Moreno:

As pro bono counsel to five members of the Chicago Teachers Union, we request the release of CTU's audited financial reports for the fiscal years identified above, as required by CTU's Constitution and Bylaws.[1]

Annual audited reports are vital for transparency and accountability to the nearly 30,000 Chicago educators whose membership dues fund the CTU. Under Article VI, § 1.d of the CTU Constitution, the Financial Secretary must "furnish an audited report of the Union, which shall be printed in the Union's publication." Similarly, Article VI, § 2.a requires the Board of Trustees to "procure an annual audit of the Union's finances for the fiscal year ending June 30 and make it available to members." It appears that the last published audit covered FY2018 through the second quarter of FY2019.[2]

Our clients do not wish to engage in unnecessary litigation, as they believe their dues are better spent on representing the interests of CTU members than on defending against a lawsuit. Accordingly, they have asked us to give CTU an opportunity to voluntarily furnish all missing audit reports within one week of the date of this letter. Failure to comply will result in legal action to compel production of the reports.

Respectfully,

Dean McGee
dmcgee@ljc.org

[1] https://www.ctulocal1.org/union/constitution/
[2] https://www.ctulocal1.org/wp-content/uploads/2021/03/FY19_CTU_Combined_Financial_Report__Final_.pdf

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EXHIBIT 2

FILED DATE: 5/11/2026 1:01 PM 2024CH09334

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

PHILIP WEISS, BRIDGET CUEVAS, ROSEMARY SWEARINGEN, THEODORE KALAGERESIS, and KENNETH MERACLE,	
Plaintiffs,	No. 2024-CH-09334
v.	Calendar 16
CHICAGO TEACHERS UNION, LOCAL 1, IFT-AFT, AFL-CIO,	Judge David B. Atkins
Defendants.	

ORDER

THIS CASE COMING TO BE HEARD on Defendant' Chicago Teachers Union's Motion for Summary Judgment, Defendant's for Protective Order to Stay Discovery Pending a Ruling on Summary Judgment,[1] and Plaintiff's Cross-Motion to Compel Discovery, the court having considered the briefs submitted, and being fully advised in the premises,

THE COURT HEREBY FINDS AND ORDERS:

1. This is an action by members of the Chicago Teachers Union ("CTU") seeking to compel Defendant CTU to provide certain annual audit reports to its Members. Defendant now moves for summary judgment, arguing Plaintiffs' claims are moot, as it has since published the requested audit reports,[2] but maintains its position that such publication was not required. Plaintiffs argue Defendant's publication is a voluntary cessation preventing it from both mooting the case and maintaining its position that publication was not required.

2. Plaintiff's complaint seeks specific performance: requesting CTU produce the audit reports covering the second half of 2019 to the present. Defendant has since published those reports. Plaintiff maintains, however, that a live controversy remains as to CTU's ongoing contractual duties to furnish audited

[1] The court notes such motion now being moot.
[2] Defendant's Supplement indicates CTU published on its website the unabridged audited financial reports for fiscal years 2019 to 2024 for Members to review.

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financial information and the court should not find summary judgment for Defendants when CTU asserts it is not obligated to provide full, unabridged audits each year. The court agrees. Here, Plaintiff's request the court find that Defendants failed to meet their contractual obligation to furnish a financial audit of the Union, and such contractual obligation remains disputed. Defendants argue Plaintiff's claims are moot as they provided the documents Plaintiffs seek. As Plaintiff argues, however, Defendant has not met its burden to show it is clear the alleged wrongful conduct will not recur, and Defendant maintains it is not obligated to provide full, unabridged audits.

3. For these reasons, Defendant's Motion for Summary Judgment is hereby DENIED. Accordingly, Defendant's Motion for Protective Order to Stay Discovery Pending a Ruling on Summary Judgment is hereby MOOT and Plaintiff's Cross-Motion to Compel Discovery is hereby GRANTED. This matter is set for further status to May 14, 2026 at 10:30 AM.

ENTERED:

Judge David B. Atkins-1879

MAR 20 2026

Judge David B. Atkins

ENTERED
MARIYANA T. SPYROPOULOS
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL

The court.

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EXHIBIT 3

FILED DATE: 5/11/2026 1:01 PM 2024CH09334

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

PHILIP WEISS, BRIDGET CUEVAS, ROSEMARY SWEARINGEN, THEODORE KALAGERESIS, and KENNETH MERACLE,	)	
Plaintiffs,	)	**Case No. 2024CH09334**
vs.	)	**Judge David B. Atkins**
CHICAGO TEACHERS UNION, LOCAL 1, IFT-AFT, AFL-CIO; STACY DAVIS GATES, President; and MARIA T. MORENO, Financial Secretary,	)	**Calendar 16**
Defendants.	)	

SUPPLEMENTAL DECLARATION OF KURT HILGENDORF

COUNTY OF COOK)
) SS
STATE OF ILLINOIS)

I, Kurt Hilgendorf, an adult citizen of Illinois, pursuant to Section 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, do hereby certify that the statements set forth below are true and correct.

1. I offer this supplemental declaration to provide additional information beyond what was included in my declaration dated February 4, 2025, in support of the Chicago Teachers Union's Motion for Summary Judgment ("Motion") in the above-captioned case. Since February 4, 2025, I have remained employed by Chicago Teachers Union ("CTU") as the Legislative Coordinator/Special Assistant to the President.

2. As described in my original declaration of February 4, 2025, in recent years, CTU has been catching up on finalizing audits, a process which has been delayed due to the COVID

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pandemic, new reporting requirements from the Chicago Teachers Pension Fund ("CTPF") that took time to implement, and turnover in CTU staff.. The full annual audits have been available for inspection by CTU members as follows:

(a) The 2019 audit has been available since about December 2020.

(b) The 2020 audit has been available since on or about December 13, 2024.

(c) The 2021 audit has been available since on or about December 13, 2024.

(d) The 2022 audit has been available since on or about December 13, 2024.

(e) The 2023 audit has been available since about March 2025.

3. As described in my original declaration of February 4, 2025, audited reports were posted on the CTU member portal website at https://members.ctunet.com/, on about the same dates set forth above. CTU members may access these pages on the CTU member portal website. The audited report for 2020 is attached hereto as Exhibit A. The audited report for 2021 is attached hereto as Exhibit B. The audited report for 2022 is attached hereto as Exhibit C. The audited report for 2023 is attached hereto as Exhibit D. The audited reports consist of the auditor's summary pages from the full audit showing the revenues, expenses, assets and liabilities for each audited year.

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4. Plaintiff Philip Weiss requested to inspect the full audits. CTU and Weiss scheduled an appointment for February 25, 2025 for Weiss to inspect the full audits. Weiss appeared at CTU's office on that date and inspected the full audits.

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, the undersigned certifies that the statements set forth in this instrument are true and correct, based on knowledge, information and belief.

Date: 8/13/25

Kurt Hilgendorf

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Fiscal Year 2020 Audited Report

for

Chicago Teachers Union, AFT Local 1

Covering the period of: July 1, 2019 – June 30, 2020	Audit completed by Legacy Professionals, LLP (formerly Bansley & Kiener, LLP, merged with Legacy Professionals, LLP)
	Jesse Sharkey, CTU President

Asset summary

At the end of Fiscal Year 2019, the CTU had $16,158,611 in assets and $14,443,051 in liabilities, for a positive net asset position of $1,715,560.

At the end of Fiscal Year 2020, the CTU had $15,347,414 in assets and $12,430,707 in liabilities, for a positive net asset position of $2,916,707.

The Union's net assets increased by $1.2 million between FY2019 and FY2020.

A full audit of the Union is available at the Union offices for inspection by members of the Chicago Teachers Union. Contact InformationRequest@ctulocal1.org to make arrangements.

EXHIBIT A

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CHICAGO TEACHERS UNION

COMBINED STATEMENTS OF FINANCIAL POSITION

JUNE 30, 2020 AND 2019

	2020	2019
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 7,667,656	$ 4,893,942
Cash and cash equivalents - restricted	457,261	452,485
Certificates of deposit	125,594	125,594
Receivables		
Due from Foundations	885,395	3,284,169
Due from affiliates	819,989	927,970
Other receivables	1,287,621	1,861,022
Prepaid expenses and other current assets	295,353	142,554
Total current assets	11,538,869	11,687,736
ACCRUED RENTAL REVENUE	52,250	81,975
DEFERRED LEASING COSTS - net	104,620	66,582
PROPERTY AND EQUIPMENT - net	3,651,675	4,322,318
Total assets	$ 15,347,414	$ 16,158,611
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Current maturities of capital lease obligations	$ 106,339	$ 101,109
Accounts payable	3,623,054	4,658,475
Accrued expenses	2,366,212	3,484,167
Total current liabilities	6,095,605	8,243,751
LONG-TERM LIABILITIES		
Capital lease obligations, less current maturities	38,290	138,263
Note payable - Foundation	4,869,377	4,708,369
Deferred rent	1,427,435	1,352,668
Total long-term liabilities	6,335,102	6,199,300
Total liabilities	12,430,707	14,443,051
NET ASSETS		
Net assets without member restrictions	2,916,707	1,715,560
Total liabilities and net assets	$ 15,347,414	$ 16,158,611

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CHICAGO TEACHERS UNION

COMBINED STATEMENTS OF ACTIVITIES

YEARS ENDED JUNE 30, 2020 AND 2019

	2020	2019
SUPPORT AND REVENUE		
Dues and fees	$27,145,095	$25,322,335
IFT organizational and other assistance	3,162,106	3,178,728
AFT reimbursement and special assistance	388,840	519,881
Contributions	870,682	630,465
Rent	376,667	379,050
Merchandise sales	277,031	63,995
Interest	1,400	1,001
Other	6,793	18,626
Total support and revenue	32,228,614	30,114,081
EXPENSES		
Collective bargaining and member services	7,528,080	5,684,073
Member development	2,853,836	2,152,419
Management and general activities	5,770,913	5,848,091
Other	14,344,817	13,557,550
Political action committee	529,821	889,743
Total expenses	31,027,467	28,131,876
INCREASE IN NET ASSETS	1,201,147	1,982,205
NET ASSETS (DEFICIENCY)		
Beginning of year - as restated	1,715,560	(266,645)
End of year	$ 2,916,707	$ 1,715,560

CTU note: Due to the use of standardized reporting practices, **the audit expense category of "other" is comprised of per capita dues** paid by the CTU to the AFT, IFT and other affiliate organizations, as detailed in the LM-2 filed with the US Department of labor and various membership reports.

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Fiscal Year 2021 Audited Report

for

Chicago Teachers Union, AFT Local 1

Covering the period of: July 1, 2020 – June 30, 2021	Audit completed by Legacy Professionals, LLP
	Jesse Sharkey, CTU President

Asset summary

At the end of Fiscal Year 2020, the Union had $15,347,414 in assets and $12,430,707 in liabilities, for a positive net asset position of $2,916,707.

At the end of Fiscal Year 2021, the Union had $15,709,704 1 in assets and $10,592,695 in liabilities, for a positive net asset position of $5,117,009.

The Union's net assets increased by $2.2 million between FY2020 and FY2021.

A full audit of the Union is available at the Union offices for inspection by members of the Chicago Teachers Union. Contact InformationRequest@ctulocal1.org to make arrangements.

EXHIBIT B

FILED DATE: 5/11/2026 1:01 PM 2024CH09334

CHICAGO TEACHERS UNION

COMBINED STATEMENTS OF FINANCIAL POSITION

JUNE 30, 2021 AND 2020

	2021	2020
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 8,212,415	$ 7,667,656
Cash and cash equivalents - restricted	1,092,649	457,261
Certificates of deposit	125,962	125,594
Receivables		
Due from Foundations	1,038,482	885,395
Due from affiliates	1,078,971	819,989
Other receivables	274,958	518,844
Prepaid expenses and other current assets	341,083	295,353
Total current assets	12,164,520	10,770,092
OTHER DEPOSITS	525,517	768,777
ACCRUED RENTAL REVENUE	12,462	52,250
DEFERRED LEASING COSTS - net	24,305	104,620
PROPERTY AND EQUIPMENT - net	2,982,900	3,651,675
Total assets	$ 15,709,704	$ 15,347,414
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Current maturities of capital lease obligations	$ 44,961	$ 106,339
Accounts payable	1,958,161	3,623,054
Accrued expenses	2,234,221	2,366,212
Total current liabilities	4,237,343	6,095,605
LONG-TERM LIABILITIES		
Capital lease obligations, less current maturities	-	38,290
Note payable - Foundation	4,882,794	4,869,377
Deferred rent	1,472,558	1,427,435
Total long-term liabilities	6,355,352	6,335,102
Total liabilities	10,592,695	12,430,707
NET ASSETS		
Net assets without member restrictions	5,117,009	2,916,707
Total liabilities and net assets	$ 15,709,704	$ 15,347,414

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Chicago Teachers Union

Combined Statements of Activities

Years Ended June 30, 2021 and 2020

	2021	2020
Support and revenue		
Dues and fees	$28,276,215	$27,145,095
IFT organizational and other assistance	3,597,011	3,162,106
AFT reimbursement and special assistance	625,190	388,840
Contributions	409,983	870,682
Rent	379,505	376,667
Merchandise sales	33,158	277,031
Interest	4,100	1,400
Other	29,957	6,793
Total support and revenue	33,355,119	32,228,614
Expenses		
Collective bargaining and member services	6,547,398	7,528,080
Member development	3,130,233	2,853,836
Management and general activities	6,588,575	5,770,913
Other	14,511,232	14,344,817
Political action committee	377,379	529,821
Total expenses	31,154,817	31,027,467
Increase in net assets	2,200,302	1,201,147
Net assets		
Beginning of year	2,916,707	1,715,560
End of year	$ 5,117,009	$ 2,916,707

CTU note: Due to the use of standardized reporting practices, **the audit expense category of "other" is comprised of per capita dues** paid by the CTU to the AFT, IFT and other affiliate organizations, as detailed in the LM-2 filed with the US Department of labor and various membership reports.

FILED DATE: 5/11/2026 1:01 PM 2024CH09334

Fiscal Year 2022 Audited Report

for

Chicago Teachers Union, AFT Local 1

Covering the period of: July 1, 2021 – June 30, 2022	Audit completed by Legacy Professionals, LLP
	Jesse Sharkey, CTU President

Asset summary

At the end of Fiscal Year 2021, the CTU had $15,709,704 1 in assets and $10,592,695 in liabilities, for a positive net asset position of $5,117,009.

At the end of Fiscal Year 2022, the CTU had $17,573,032 in assets and $10,931,151 in liabilities, for a positive net asset position of $6,641,881.

The Union's net assets increased by $1.5 million between FY2021 and FY2022.

A full audit of the Union is available at the Union offices for inspection by members of the Chicago Teachers Union. Contact InformationRequest@ctulocal1.org to make arrangements.

EXHIBIT C

FILED DATE: 5/11/2026 1:01 PM 2024CH09334

CHICAGO TEACHERS UNION

COMBINED STATEMENTS OF FINANCIAL POSITION

JUNE 30, 2022 AND 2021

	2022	2021
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 10,908,874	$ 8,212,415
Cash and cash equivalents - restricted	1,099,762	1,092,649
Certificates of deposit	125,962	125,962
Receivables		
Due from Foundations	1,103,187	1,038,482
Due from affiliates	713,235	1,078,971
Other receivables	286,086	274,958
Prepaid expenses and other current assets	117,906	341,083
Total current assets	14,355,012	12,164,520
OTHER DEPOSITS	595,845	525,517
ACCRUED RENTAL REVENUE	-	12,462
DEFERRED LEASING COSTS - net	-	24,305
PROPERTY AND EQUIPMENT - net	2,622,175	2,982,900
Total assets	$ 17,573,032	$ 15,709,704
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Current maturities of capital lease obligations	$ 107,295	$ 44,961
Accounts payable	2,543,551	1,958,161
Accrued expenses	1,790,688	2,234,221
Total current liabilities	4,441,534	4,237,343
LONG-TERM LIABILITIES		
Capital lease obligations, less current maturities	170,649	-
Note payable - Foundation	4,882,794	4,882,794
Deferred rent	1,436,174	1,472,558
Total long-term liabilities	6,489,617	6,355,352
Total liabilities	10,931,151	10,592,695
NET ASSETS		
Net assets without member restrictions	6,641,881	5,117,009
Total liabilities and net assets	$ 17,573,032	$ 15,709,704

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Chicago Teachers Union

Combined Statements of Activities

Years Ended June 30, 2022 and 2021

	2022	2021
Support and revenue		
Dues and fees	$29,443,082	$28,276,215
IFT organizational and other assistance	3,683,191	3,597,011
AFT reimbursement and special assistance	321,190	625,190
Contributions	322,868	409,983
Rent	103,876	379,505
Merchandise sales	38,981	33,158
Interest	4,009	4,100
Other	23,895	29,957
Total support and revenue	33,941,092	33,355,119
Expenses		
Collective bargaining and member services	6,336,499	6,547,398
Member development	3,127,387	3,130,233
Management and general activities	6,655,191	6,588,575
Other	15,425,748	14,511,232
Political action committee	871,395	377,379
Total expenses	32,416,220	31,154,817
Increase in net assets	1,524,872	2,200,302
Net assets		
Beginning of year	5,117,009	2,916,707
End of year	$ 6,641,881	$ 5,117,009

CTU note: Due to the use of standardized reporting practices, **the audit expense category of "other" is comprised of per capita dues** paid by the CTU to the AFT, IFT and other affiliate organizations, as detailed in the LM-2 filed with the US Department of labor and various membership reports.

FILED DATE: 5/11/2026 1:01 PM 2024CH09334

Fiscal Year 2023 Audited Report

for

Chicago Teachers Union, AFT Local 1

Covering the period of: July 1, 2022 – June 30, 2023	Audit completed by Calibre CPA Group, LLC
	Stacy Davis Gates, CTU President

Asset summary

At the beginning of FY23, the CTU had $6,641,881 in net assets.

At the end of FY23, the CTU had total assets of $22,981,015 and total liabilities of $16,182,854 for a net asset position of $6,798,161.

The Union's net assets increased by $156,280 over FY23.

A full audit of the Union is available at the Union offices for inspection by members of the Chicago Teachers Union. Contact InformationRequest@ctulocal1.org to make arrangements.

EXHIBIT D

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CHICAGO TEACHERS UNION, LOCAL 1

COMBINED STATEMENT OF FINANCIAL POSITION

JUNE 30, 2023

Assets	
Current assets	
Cash and cash equivalents	$ 10,520,698
Cash - donoe restricted	130,444
Total cash and cash equivalents	10,651,142
Certificates of deposit	93,742
Receivables	
Due from foundations	1,102,671
Due from affiliates	748,746
Other accounts receivable	236,820
Total receivables	2,088,237
Prepaid expenses	119,841
Total current assets	12,952,962
Deposits in escrow	693,575
Net property and equipment	2,026,960
Right-of-use asset - financing lease	109,379
Right-of-use asset - operating lease	7,198,139
Total assets	$ 22,981,015

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CHICAGO TEACHERS UNION, LOCAL 1

COMBINED STATEMENT OF FINANCIAL POSITION (CONTINUED)

JUNE 30, 2023

Liabilities and Net Assets

Current liabilities	
Accounts payable	$ 849,593
Accrued expenses	1,685,133
Current portion of lease liability - financing	14,068
Current portion of lease liability - operating	1,081,392
Total current liabilities	3,630,186
Long-term liabilities	
Lease liability - financing	209,714
Lease liability - operating	7,460,160
Note payable	4,882,794
Deferred rent	-
	12,552,668
Total liabilities	16,182,854
Net assets	
W ithout donor restrictions	6,609,551
W ith donor restrictions	188,610
Total net assets	6,798,161
Total liabilities and net assets	$ 22,981,015

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CHICAGO TEACHERS UNION, LOCAL 1

COMBINED STATEMENT OF ACTIVITIES

YEAR ENDED JUNE 30, 2023

	Without Donor Restrictions	With Donor Restrictions	Total
Revenue			
Member dues	$ 30,194,464	$ -	$ 30,194,464
IFT assistance	3,285,147	-	3,285,147
AFT special assistance	332,264	-	332,264
Contributions	-	2,929,455	2,929,455
Reimbursements	318,193	-	318,193
Rent	13,000	-	13,000
Interest	76,619	-	76,619
Other	486,255	-	486,255
Amounts released from restrictions	3,841,325	(3,841,325)	-
Total revenue	38,547,267	(911,870)	37,635,397
Expenses			
Program services			
Affiliation fees	15,522,475	-	15,522,475
Collective bargaining and member services	6,443,028	-	6,443,028
Member development	2,998,115	-	2,998,115
Political expenses	3,841,325	-	3,841,325
Total program services	28,804,942	-	28,804,942
General and administrative	8,674,175	-	8,674,175
Total expenses	37,479,117	-	37,479,117
Change in net assets	1,068,150	(911,870)	156,280
Net assets			
Beginning of year	5,541,401	1,100,480	6,641,881
End of year	$ 6,609,551	$ 188,610	$ 6,798,161

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EXHIBIT 4

FILED DATE: 5/11/2026 1:01 PM 2024CH09334

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

PHILIP WEISS, BRIDGET CUEVAS, ROSEMARY SWEARINGEN, THEODORE KALAGERESIS, and KENNETH MERACLE,	)	
Plaintiffs,	)	**Case No. 2024CH09334**
vs.	)	**Judge David B. Atkins**
CHICAGO TEACHERS UNION, LOCAL 1, IFT-AFT, AFL-CIO,	)	**Calendar 16**
Defendant.	)	

DECLARATION OF MARGARET GORMAN

COUNTY OF COOK)
) SS
STATE OF ILLINOIS)

I, Margaret Gorman, an adult citizen of Illinois, pursuant to Section 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, do hereby certify that the statements set forth below are true and correct.

1. I offer this declaration in support of the Chicago Teachers Union's Motion for Summary Judgment on Its Obligation to Provide Financial Information ("Motion") in the above-captioned case. Since August 2023, I have been employed by Chicago Teachers Union ("CTU") as the Director of Financial Operations. In that role my primary duties include overseeing day-to-day financial operations and financial reporting.

2. CTU has caught up on financial reporting and has finalized its full unabridged audits through fiscal year 2024. The financial reporting for fiscal year 2024 was completed in October

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2025. The financial reporting for fiscal year 2025 is still not complete as of today, but that is within the normal amount of time for completing financial reporting after the end of a fiscal year.

3. CTU's Bylaws at Article VI Section 1.d. provide that the Financial Secretary provides monthly financial reports to the Union's governing body, the House of Delegates ("House"). The Financial Secretary's "report on Union finances" is presented by CTU's Director of Financial Operations at the House meetings, which are approximately monthly. Since I started as CTU's Director of Financial Operations, I have been the one to prepare these reports. Until December 2024, someone else from CTU actually presented them at the House meetings. Starting January 2025, I began actually presenting them at the House meetings, though sometimes someone else from CTU would cover for me if I happened to be unavailable for a particular meeting. This "report on Union finances" is in the form similar to a profit and loss statement. It shows the revenue the Union has received to date versus what was budgeted, the expenditures the Union has incurred to date versus what was budgeted, and a net calculation showing whether the Union has excess revenue or is running a deficit. A sample from January 2026 is attached as Exhibit A.

4. Every year CTU's finances are audited under Article VI Section 2, i.e., pursuant to the Board of Trustees' obligation "to procure each year, a reliable and adequate audit of the finances of the Union." The auditor's summary report comprising the first few pages from that audit is the "audited report" published by the Financial Secretary. The "audited report" contains a similar annualized profit and loss statement and, in addition, includes a balance sheet setting forth assets, liabilities, and the difference between the two.

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, the undersigned certifies that the statements set forth in this instrument are true and correct, based on knowledge, information and belief.

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Date: 5/6/26

Margaret Gorman

FILED DATE: 5/11/2026 1:01 PM 2024CH09334

EXHIBIT A

FILED DATE: 5/11/2026 1:01 PM 2024CH09334

Chicago Teachers Union
CTU Income Statement

FY26 Jan 2026
P&L Budget Comparison

	Year Ending 6/30/2026 Budget	07/01/2025 Through 1/31/2026 YTD Actual	YTD Budget	Period Ending 1/31/2026 Difference
Revenue				
Dues	$ 36,204,648	$ 19,355,478	$ 18,102,324	$ 1,253,154
Rebates	$ 3,138,703	$ 1,407,426	$ 1,569,351	$ (161,925)
Reimbursements	$ 689,635	$ 10,629	$ 345,109	$ (334,480)
Other Income	$ 25,000	$ 47,337	$ 14,583	$ 32,754
Contributions	$ -	$ 228,826	$ -	$ 228,826
Interest Income	$ 175,000	$ 220,526	$ 102,083	$ 118,443
CTU Mechandise Income	$ 90,000	$ 35,534	$ 52,500	$ (16,966)
Rental Income	$ 35,000	$ 28,900	$ 20,417	$ 8,483
Outside Funding	$ 84,000	$ 69,048	$ 42,000	$ 27,048
Event Income	$ 5,000	$ 3,535	$ 2,917	$ 618
Total Revenue	**$ 40,446,986**	**$ 21,407,240**	**$ 20,251,285**	**$ 1,155,955**
Expenses				
Salary Expense	$ 9,050,320	$ 4,893,573	$ 5,279,354	$ (385,780)
FICA Expense ER	$ 692,349	$ 377,433	$ 403,870	$ (26,437)
Health Insurance ER	$ 1,245,324	$ 645,631	$ 726,439	$ (80,808)
Fringe Benefits	$ 1,650,779	$ 1,124,123	$ 962,954	$ 161,169
Per Capita	$ 16,247,400	$ 9,312,447	$ 8,862,218	$ 450,229
Rent Expense	$ 1,590,233	$ 925,073	$ 927,636	$ (2,563)
Adminstrative Expenses	$ 420,000	$ 95,625	$ 245,000	$ (149,375)
Professional Service Fees	$ 1,397,227	$ 1,670,161	$ 815,049	$ 855,112
Utilities	$ 66,260	$ 44,722	$ 38,651	$ 6,070
Union Election Expense	$ -	$ 99,471	$ -	$ 99,471
Training/Workshops	$ 152,500	$ 107,222	$ 88,958	$ 18,263
Contract Campaign	$ 1,212,000	$ 147,756	$ 707,000	$ (559,244)
Political Activities	$ 3,120,000	$ 236,315	$ 1,820,000	$ (1,583,685)
Local Transportation	$ 20,000	$ -	$ 11,667	$ (11,667)
Meeting/Member Expense	$ 611,153	$ 239,102	$ 356,506	$ (117,404)
Member Defense	$ 715,000	$ 85,530	$ 417,083	$ (331,553)
Convention/Conferences	$ 142,000	$ 58,588	$ 82,833	$ (24,245)
Community Events	$ 260,000	$ 218,159	$ 151,667	$ 66,492
Retiree Expenses	$ 35,000	$ 15,521	$ 20,417	$ (4,895)
Grants/Scholarships	$ 15,000	$ -	$ 8,750	$ (8,750)
Hospitality	$ 92,000	$ 33,468	$ 53,667	$ (20,199)
Business Insurance	$ 180,000	$ 143,373	$ 105,000	$ 38,373
Interest Expense	$ 827,123	$ 374,213	$ 482,489	$ (108,275)
CTU Mechandise Expense	$ 100,000	$ 45,151	$ 58,333	$ (13,182)
Membership Death Benfit Exp.	$ 100,000	$ 3,000	$ 58,333	$ (55,333)
Miscellaneous	$ 95,000	$ 54,652	$ 55,417	$ (765)
Total Expenses	**$ 40,036,668**	**$ 20,950,309**	**$ 22,739,291**	**$ (1,788,982)**
Total Net Income	**$ 410,318**	**$ 456,930**	**$ (2,488,006)**	**$ 2,944,937**

Depreciation	$ 350,000	$ 139,842	$ 204,167	$ (64,325)

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EXHIBIT 5

FILED DATE: 5/11/2026 1:01 PM 2024CH09334

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

PHILIP WEISS, BRIDGET CUEVAS, ROSEMARY SWEARINGEN, THEODORE KALAGERESIS, and KENNETH MERACLE,	
Plaintiffs,	**Case No. 2024CH09334**
vs.	**Judge David B. Atkins**
CHICAGO TEACHERS UNION, LOCAL 1, IFT-AFT, AFL-CIO; STACY DAVIS GATES, President; and MARIA T. MORENO, Financial Secretary,	**Calendar 16**
Defendants.	

DECLARATION OF STACY DAVIS GATES

COUNTY OF COOK)
) SS
STATE OF ILLINOIS)

I, Stacy Davis Gates, an adult citizen of Illinois, pursuant to Section 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, do hereby certify that the statements set forth below are true and correct.

1. I am currently President of the Chicago Teachers Union and have held that position since June, 2022. Before assuming the office of President, I served as Vice President of the Chicago Teachers Union from 2018 to June 2022. I offer this declaration in support of the Chicago Teachers Union's Motion for Summary Judgment ("Motion") in the above-captioned case.

2. I have reviewed the exhibits to the Motion. Exhibit 2 is a true and correct copy of CTU's Constitution and Bylaws that have been in effect since 2018.

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3. In recent years, CTU has been catching up on finalizing audits after 2019. During or around early December 2024, the audits were ready for the years 2020, 2021, and 2022. At that time, I decided that publishing a short report drawn from the audit was compliant with the requirement in Article VI, Section 1(d) of CTU's Bylaws that CTU's Financial Secretary furnish an audited report of the Union. The audited reports that were published in that way consisted of the summary pages from the full audit. These audited reports were published on the member portal of CTU's website, which CTU's members can access with a password. When the audit for 2023 was ready, CTU followed the same approach. At times prior to 2021, CTU had gone beyond what the Bylaws required and printed the entire audit in its publication, a magazine called the Chicago Union Teacher. At the end of the 2022-2023 school year, CTU stopped publishing information to members in that magazine-type format, but rather provided members with information on the CTU member portal website. As described above, during the time I have been president of CTU, I have decided that CTU will do exactly what the Bylaws require. I have further decided that these summary pages from the full audit sufficiently serve as the "audited report of the Union" described in Article VI, Section 1(d) of CTU's Bylaws.

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, the undersigned certifies that the statements set forth in this instrument are true and correct, based on knowledge, information and belief.

Date: 8/12/2025

Stacy Davis Gates

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EXHIBIT 6

FILED DATE: 5/11/2026 1:01 PM 2024CH09334

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

PHILIP WEISS, BRIDGET CUEVAS, ROSEMARY SWEARINGEN, THEODORE KALAGERESIS, and KENNETH MERACLE,	)	
Plaintiffs,	)	**Case No. 2024CH09334**
vs.	)	**Judge David B. Atkins**
CHICAGO TEACHERS UNION, LOCAL 1, IFT-AFT, AFL-CIO; STACY DAVIS GATES, President; and MARIA T. MORENO, Financial Secretary,	)	**Calendar 16**
Defendants.	)	

SECOND SUPPLEMENTAL DECLARATION OF KURT HILGENDORF

COUNTY OF COOK)
) SS
STATE OF ILLINOIS)

I, Kurt Hilgendorf, an adult citizen of Illinois, pursuant to Section 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, do hereby certify that the statements set forth below are true and correct.

1. I offer this second supplemental declaration to provide additional information beyond what was included in my declarations dated February 4, 2025 and August 13, 2025 in support of the Chicago Teachers Union's Motion for Summary Judgment ("Motion") in the above-captioned case. Since February 4, 2025, I have remained employed by Chicago Teachers Union ("CTU") as the Legislative Coordinator/Special Assistant to the President.

2. By letter dated November 20, 2025 to CTU President Stacy Davis Gates, the

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Republican-controlled Committee on Education and Workforce, of the U.S. House of Representatives ("Committee"), demanded that the CTU provide it, among other things, "All unabridged audited financial reports for FY 2019-24." A copy of the letter is attached as Exhibit A. This demand by House Republicans matches the claims by plaintiffs for release of CTU audits in this *Weiss* litigation. Plaintiffs' *pro bono* counsel, the Liberty Justice Center, is aligned with U.S. House Republicans in attacking labor unions.

3. On January 16, 2025, the CTU provided the Committee with the unabridged audited financial reports for FY 2019-24.

4. Also on January 16, 2025, the CTU posted on its website, and accessible to all CTU members, the CTU's unabridged audited financial reports for FY 2019-24. These include the Combined Audit for FY 2019 and the Combined and Consolidated Audits (the Consolidated Audits include both the CTU and the CTU-affiliated foundations) for FY 2020-24, together with the Auditor's Opinion Letters related to the audits.

5. The foregoing are all of the audits, and more, as demanded by Plaintiffs in the *Weiss* complaint, filed October 9, 2024.

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, the undersigned certifies that the statements set forth in this instrument are true and correct, based on knowledge, information and belief.

Date: 1/20/26

Kurt Hilgendorf

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SECOND SUPPLEMENTAL DECLARATION OF KURT HILGENDORF

EXHIBIT A

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MAJORITY MEMBERS:

TIM WALBERG, MICHIGAN, *Chairman*

JOE WILSON, SOUTH CAROLINA
VIRGINIA FOXX, NORTH CAROLINA
GLENN THOMPSON, PENNSYLVANIA
GLENN GROTHMAN, WISCONSIN
ELISE M. STEFANIK, NEW YORK
RICK W. ALLEN, GEORGIA
JAMES COMER, KENTUCKY
BURGESS OWENS, UTAH
LISA C. MCCLAIN, MICHIGAN
MARY E. MILLER, ILLINOIS
JULIA LETLOW, LOUISIANA
KEVIN KILEY, CALIFORNIA
MICHAEL RULLI, OHIO
JAMES C. MOYLAN, GUAM
ROBERT F. ONDER, JR., MISSOURI
RYAN MACKENZIE, PENNSYLVANIA
MICHAEL BAUMGARTNER, WASHINGTON
MARK HARRIS, NORTH CAROLINA
MARK B. MESSMER, INDIANA
RANDY FINE, FLORIDA

COMMITTEE ON
EDUCATION AND WORKFORCE
U.S. HOUSE OF REPRESENTATIVES
2176 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515-6100

MINORITY MEMBERS:

ROBERT C. "BOBBY" SCOTT, VIRGINIA,
Ranking Member

JOE COURTNEY, CONNECTICUT
FREDERICA S. WILSON, FLORIDA
SUZANNE BONAMICI, OREGON
MARK TAKANO, CALIFORNIA
ALMA S. ADAMS, NORTH CAROLINA
MARK DESAULNIER, CALIFORNIA
DONALD NORCROSS, NEW JERSEY
LUCY MCBATH, GEORGIA
JAHANA HAYES, CONNECTICUT
ILHAN OMAR, MINNESOTA
HALEY STEVENS, MICHIGAN
GREG CASAR, TEXAS
SUMMER L. LEE, PENNSYLVANIA
JOHN MANNION, NEW YORK
YASSAMIN ANSARI, ARIZONA

November 20, 2025

Stacy Davis Gates
President
Chicago Teachers Union
1901 West Carrol Avenue
Chicago, IL 60612

Dear Ms. Davis Gates:

The Committee on Education and Workforce (Committee) is investigating whether reforms to the *Labor-Management Reporting and Disclosure Act* (LMRDA)[1] are necessary to protect union members' rights in light of certain failures by the Chicago Teachers Union (CTU). Specifically, evidence indicates that CTU has failed to provide its members with complete financial audits since 2020. This failure to disclose financial information strips dues-paying members of their basic right to understand how their money is spent. The Committee intends to determine how this breakdown in transparency occurred, which will inform its potential reforms to the LMRDA.

On October 10, the Committee learned that CTU is more than five years behind in publishing unabridged versions of its annual audits.[2] This failure runs afoul of CTU's own by-laws which require the union's financial secretary to "furnish an audited report of the Union which shall be printed in the Union's publication."[3] In addition, the by-laws require the CTU Board of Trustees to "procure each year, a reliable and adequate audit of the finances of the Union for the preceding fiscal year ending June 30, and to deliver a copy of said audit to other major officers and to announce to the membership of the Union that said report may be inspected in the Union office by any member."[4]

The Committee understands that CTU leadership has actively sought to keep complete financial information from its own members who continue to request that audits be published. For example, we understand that you impugned a member's request that audits be published by maligning the request as a racist "dog whistle."[5]

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[1] 29 U.S.C. §§ 401-531.
[2] Mailee Smith, *Chicago Teachers Union Pays for Audit, Doesn't Let Member See It*, ILL. POL'Y (Oct. 10, 2025), https://www.illinoispolicy.org/chicago-teachers-union-pays-for-audit-doesnt-let-members-see-it/.
[3] CTU, CONSTITUTION & BY-LAWS (Jan. 2018), at 23, https://www.ctulocal1.org/wp-content/uploads/2018/09/CTU-Constitution-Bylaws.pdf. [hereinafter CTU CONSTITUTION & BY-LAWS].
[4] *Id.*
[5] Austin Berg (@Austin_Berg), X (TWITTER) (Sept. 24, 2023, 6:07 PM), https://x.com/Austin__Berg/status/1706067977009774893.

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The Committee is concerned that CTU has undertaken a half-decade long, concerted effort to deny its members the complete audit information to which they are entitled under the union's by-laws. To assist the Committee on this matter, please produce the following documents and information by no later than December 8, 2025:

1) All unabridged audited financial reports for FY 2019-2024.

2) Since September 9, 2020, any union meeting minutes or equivalent record for meetings in which a CTU member requested access to an audit.

3) All written requests, in whatever format, from CTU members requesting access to audits since September 9, 2020, and CTU's response(s) to those requests.[6]

With its enactment of the LMRDA in 1959, Congress made clear its longstanding recognition that union members must have transparency to make informed decisions about the operations of their union. For example, the LMRDA requires labor organizations to file annual financial reports with the Secretary of Labor[7]—an essential safeguard designed to shine a light on union finances, prevent abuse of power, and guarantee that workers have both transparency and a voice in how their dues are used. When unions flout these obligations, they betray the trust of the very people they are meant to serve. By withholding complete financial audits from its members, CTU has failed to uphold the spirit of union transparency or comply with its own by-laws. As such, the Committee is investigating this matter to better determine whether the LMRDA should be amended to strengthen its requirements so that union members have access to more robust and timely financial information. Every dollar paid by workers should serve their interests, not those of a select few operating in the shadows.

The Committee has jurisdiction over "labor generally," as set forth in House Rule X.[8] The Committee also has jurisdiction over the LMRDA.[9] Your responses to the Committee's requests will assist the Committee in determining whether any legislative changes are warranted and what they should be.[10] If you have any questions about this request, please contact Committee staff at 202-225-4527. Your prompt attention to this investigation is appreciated.

Sincerely,

Tim Walberg
Chairman

Rick W. Allen
Chairman
Subcommittee on Health, Employment,
Labor, and Pensions

Enclosure

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[6] Member PII may be redacted.
[7] 29 U.S.C. § 431(b).
[8] RULES OF THE U.S. HOUSE OF REPRESENTATIVES, Rule X cl. 1(e)(6) (119th Cong.) (2025).
[9] RULES OF THE HOUSE COMMITTEE ON EDUCATION AND WORKFORCE, Rule 3(a) (119th Cong.) (2025) (Subcommittee on Health, Employment, Labor, and Pensions has jurisdiction over the LMRDA), https://docs.house.gov/meetings/ED/ED00/20250115/117778/HMTG-119-ED00-20250115-SD002.pdf.
[10] *See* Trump v. Mazars USA, 591 U.S. 848, 863 (2020) (internal citations omitted).