

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

PHILIP WEISS, BRIDGET CUEVAS,)
ROSEMARY SWEARINGEN,)
THEODORE KALAGERESIS,)
and KENNETH MERACLE,)

Plaintiffs,)

vs.)

CHICAGO TEACHERS UNION,)
LOCAL 1, IFT-AFT, AFL-CIO,)

Defendant.)

Case No. 2024CH09334

Judge David B. Atkins

Calendar 16

DEFENDANT CHICAGO TEACHERS UNION’S MEMORANDUM OF LAW
IN SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT

INTRODUCTION

Plaintiffs bring this lawsuit purportedly asking the Court to “require CTU [the Chicago Teachers Union] to provide its members with an audited report annually.” (Complaint, attached as Exhibit 1, ¶ 1.) But this case has *never* concerned disclosure of annual CTU audits to its members, but rather a secondary publication of an “audited report.” The CTU has now published the audited reports and this case is moot.

The Bylaws of the Chicago Teachers Union (“CTU”) provide that the Board of Trustees shall procure “a reliable and adequate audit of the finances of the Union,” which must be made available for inspection by any CTU member. Elsewhere, the Bylaws also require that a summary “audited report” be “printed in the Union’s publication” by the CTU’s Financial Secretary. Despite their disingenuous claims to the contrary, Plaintiffs have never disputed that the actual audit is available for CTU member inspection, and they have not filed suit over this requirement. Rather, their suit concerns only the publication of the “audited report,” which the undisputed facts show has

been published on the CTU's website because the CTU no longer prints a regular member publication.

This lawsuit is pointless and moot. CTU has now published all the disputed audited reports on its member website, which all CTU members, including Plaintiffs, can access and presumably have. 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. CTU has deemed this audited report adequate in form and Illinois law requires the Court to defer to that decision.

Plaintiffs say they have no damages. The only possible purpose of this lawsuit would be an order directing CTU to do something it has already done. Illinois courts do not issue judgments that will have no effect. Because a pointless judgment is all that Plaintiffs seek, this case should be dismissed as moot.

FACTUAL BACKGROUND

The CTU has a Constitution and Bylaws (attached as Exhibit 2). The Constitution provides that there shall be a Board of Trustees to supervise the finances of CTU (Ex. 2 at 6). 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. 2 at 23.)

CTU has officers, one of whom is the Financial Secretary (Ex. 2 at 3). The Bylaws further provide that one of the duties of the Financial Secretary is to annually "furnish an audited report of the Union which shall be printed in the Union's publication." (Ex. 2 at 23.) CTU has a President as well, who is vested by the Constitution with authority to "decide all questions concerning the interpretation and application of this Constitution." (Ex. 2 at 22.)

The audited report consists of the summary pages from the full audit. For some period prior to 2021, CTU went beyond what the Bylaws required and printed the entire audit in its publication. Starting in 2024, CTU's President has instead implemented what the Bylaws require and published only the "audited report." (Declaration of Stacy Davis Gates, attached as Exhibit 3, ¶ 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 2023, it did so on the member portal of its website, which CTU's members can access with a password. (Ex. 3 ¶ 3.)

In recent years, CTU has been catching up on finalizing audits. The annual audits were delayed due to the COVID 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.

The annual audited reports have likewise been published on the CTU website on the above dates. (Supplemental Affidavit of Kurt Hilgendorf, Ex. 4 at ¶¶ 2.)

Plaintiffs filed this lawsuit on October 9, 2024, asking the Court to order CTU and two of its officers to "furnish audited financial reports of the Union in the Union's publication." (Complaint, attached as Exhibit 1, at 7.) On the date Plaintiffs filed this action, the 2020-2023 audits had not yet

been completed for the reasons identified above. Soon after, however, the CTU completed the annual audits and made them available for inspection by all members, and it published the annual audited reports, which Plaintiffs can access on the CTU's member website. 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. (Supplemental Affidavit of Kurt Hilgendorf, Ex. 4 at ¶¶ 2-3.)

Plaintiff 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. (Supplemental Affidavit of Kurt Hilgendorf, Ex. 4 at ¶ 4.)

The CTU and the other defendants filed a motion to dismiss. The CTU argued for dismissal on the basis that Plaintiffs had failed to plead facts of what damages Plaintiffs had, which is required for a breach of contract claim. Plaintiffs responded to that by representing to the Court that they do not need to show monetary damages if they are seeking only "specific performance and declaratory judgment." (Plaintiffs' Response in Opposition to Defendants' Motion to Dismiss, attached as Exhibit 5, at 7.) On May 14, 2025, the Court dismissed the officer defendants, because union officers cannot be sued separately from the union under Illinois law. But the Court did not dismiss CTU. The Court held that Plaintiffs could continue with their lawsuit because it was not possible at the pleadings stage to resolve Plaintiffs' claims that the "form and substance" of the summary audited reports was insufficient (Order of May 14, 2025, attached as Exhibit 6). However, the CTU now brings this motion for summary judgment, because Plaintiff have no facts to support their allegations that the form or substance of the summary audited reports was insufficient under CTU's Bylaws.

ARGUMENT

Plaintiffs' claim is moot. They filed suit to compel the CTU to comply with its Bylaws requiring the Financial Secretary to print an "audited report" in its publication, and the CTU has since done so by posting the audited reports on its website. Plaintiffs do not claim monetary damages; they seek only declaratory and injunctive relief (Ex. 5 at 7). There is nothing more this Court can do with the case. Illinois courts do not entertain cases where no effective relief is possible. Courts dismiss such cases as moot. This case should be dismissed as moot.

Plaintiffs cannot continue this lawsuit by arguing that the audited report should look differently than it does. CTU's Bylaws do not require a specific form for the audited report and CTU's president has exercised her discretion to deem this form appropriate under the Bylaws.

I. The Standard for Summary Judgment

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. Here, there is no issue of material fact that CTU has now provided Plaintiffs with the audited reports Plaintiffs desire, making summary judgment for CTU appropriate on mootness grounds.

II. Any Claim for Specific Performance Is Moot Because Plaintiffs Now Have the Audited Reports They Sought to Compel CTU to Produce.

Plaintiffs' claim fails as moot. A claim is deemed moot "where the result will not be affected regardless of how those issues are decided." *People v. Julie M. (In re Julie M.)*, 2021 IL 125768, ¶ 21. Once a plaintiff receives the information he is seeking, "the merits of a plaintiff's claim for relief, in the form of production of information, becomes moot." *Duncan Publ'g v. City of Chicago*, 304 Ill. App. 3d 778, 782 (1st Dist. 1999), appeal denied 185 Ill. 2d 622 (1999). This is true even where the plaintiff receives the information only "after a lengthy delay." *Id.* In such cases, a trial court

correctly grants summary judgment to the defendant, because the plaintiff's claim for production of information is moot. *Id.* See also, *Interstate Bakeries Corp. v. Bakery, Cracker, Pie and Yeast Wagon Drivers Union, Local 734*, 58 Ill. App. 2d 485, 489-90 (1st Dist. 1965) (trial court should dismiss as moot a claim for directive to defendant to take an action where "intervening events have made the issue moot").

The recent case of *Garlick v. Bloomingdale Twp.*, 2018 IL App (2d) 171013, appeal denied 116 N.E.3d 943 (2019), addresses mootness in the context of a request for documents that was ultimately granted. There, the plaintiff filed a request under the Freedom of Information Act ("FOIA") on June 16, 2017 for tax information. *Id.* ¶ 8. The defendant township produced the information on July 3, 2017. *Id.* ¶ 11. On July 26, 2017, the plaintiff requested that the information be provided in a different format. *Id.* ¶ 13. The township told the plaintiff it was working on that and would reply further on August 9, 2017. *Id.* But the plaintiff did not wait. On August 7, 2017, the plaintiff filed suit. *Id.* ¶ 14. On August 9, 20167 the township indeed provided the plaintiff with the information he requested in the format he requested. *Id.* ¶ 15.

The appellate court deemed plaintiff's lawsuit moot. Because there was no factual dispute that plaintiff received the information he wanted on August 9, 2017, "there is no controversy concerning the provision of the requested data" and the case was moot. *Id.* ¶ 38. Moreover, the plaintiff had no monetary claims either for attorneys' fees as a *pro se* litigant, nor could he recover civil penalties. *Id.* ¶ 40.

Likewise here, "there is no controversy concerning the provision of the requested data" and Plaintiffs' claim for specific performance must be dismissed. *Id.* Plaintiffs seek an order for specific performance of the Bylaws's direction to CTU's Financial Secretary to "furnish an audited report of the Union which shall be printed in the Union's publication." (Ex. 2 at 23.) But the Financial Secretary has now done that. Plaintiffs can access those audited reports on the CTU's website for its

members. Plaintiffs have already told this Court that they do not seek any monetary remedy (Ex. 5 at 7), leaving no possible relief that this Court could grant. “An issue is moot where an actual controversy no longer exists between the parties, or where events have occurred that make it impossible for the court to grant effective relief.” *Id.* ¶ 38 (dismissing FOIA lawsuit as moot where plaintiff “concedes” that documentation provided after plaintiff filed lawsuit was “fully responsive to his request”). Plaintiffs’ claim for specific performance here should be dismissed as moot.

Interstate Bakeries Corp., 58 Ill. App. 2d at 489-90; *Garlick*, 2018 IL App (2d) 171013, ¶ 38.

III. Plaintiffs Cannot Continue This Lawsuit by Demanding the Audited Report Be in Some Different Form Because the CTU’s President Has Exercised Her Discretion to Approve the Form for the Audited Report, and this Court Must Defer to Her Discretion in Interpreting CTU’s Bylaws.

The Court allowed Plaintiffs to proceed past the pleadings stage because, viewing their complaint “in the light most favorable to them,” it could not be said that they could not show any facts that the CTU’s audited reports were defective in form or substance. But the actual facts of the matter are that Plaintiffs cannot show any defect in form or substance. That is because the CTU’s president has discretion to interpret the Bylaws, including interpreting what is required for the form of a summary audited report, as the Bylaws do not require any particular form. (Ex. 2 at 22.)

Illinois law requires this Court to defer to that discretion absent evidence that the CTU’s president exercised her discretion arbitrarily. Plaintiffs have no evidence of arbitrariness. They can plead arbitrariness and in that way survive a motion to dismiss. But their claims cannot survive past summary judgment, because they do not have evidence in support of their claims.

The principle that Illinois Courts defer to a union’s own interpretation of its governing documents is established in *Diamond v. United Food & Commer. Workers Union Local 881*, 329 Ill. App. 3d 519 (2nd Dist. 2002), appeal denied 201 Ill. 2d 564 (2002). 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.” *Id.* 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 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 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). Plaintiffs here simply claim the Union’s interpretation of its bylaws is wrong. Under *Diamond*, Plaintiffs’ best argument is alleged arbitrariness. But there is no evidence of arbitrariness here. Where a union’s bylaw provision is arguably ambiguous, then the union president is not acting arbitrarily as long as she selects an interpretation consistent with one possible interpretation of that ambiguous provision. *Id.* at 527.

Here, CTU’s Bylaws do not define the term “audited report.” But the term may be readily distinguished from the term “reliable and adequate audit of the finances of the Union,” appearing elsewhere. The only common word in both terms refers to an audit, and the report published on

the Union's website consists of the auditor's summary audit pages taken directly from the full annual audit.

Where a term in a document is left undefined and more than one reasonable interpretation is possible, then the term is ambiguous. *Lundquist v. Allstate Insurance Co.*, 314 Ill. App. 3d 240, 248 (2nd Dist. 2000) ("reside" is ambiguous because "it is unclear what degree of physical presence is necessary before someone is deemed to reside in a particular location"), appeal denied 192 Ill. 2d 691 (2000); *Sproull v. State Farm Fire & Casualty Co.*, 2021 IL 126446, ¶ 46 (policy's use of "depreciation" is ambiguous because "State Farm has chosen not to define depreciation in the policy nor set forth how depreciation is to be calculated"). Plaintiffs may offer other ideas about what the audited report might look like or how it might have looked in the past. But that is not enough to keep this lawsuit going because the CTU Constitution and Bylaws authorize its President to resolve ambiguity by interpreting the Bylaws. This Court must defer to the President's exercise of that authority. *Diamond*, 329 Ill. App. 3d at 524-25. The Bylaw publication requirement here concerns an "audited report" and not simply the "audit." The President's interpretation of what is required for an "audited report" is not arbitrary (Ex. 3 ¶ 3). Plaintiffs therefore have no claim for a violation of the contract formed by the Bylaws and summary judgment should be granted for CTU. *Id.* at 527-28.

CONCLUSION

There is no dispute of material fact about the mootness of this lawsuit. Plaintiffs seek no monetary damages, only specific performance of CTU's Financial Secretary publishing audited reports. The Union experienced delays in preparing both its annual audits and the associated audited reports. But shortly after this lawsuit was filed, CTU's Financial Secretary published the audited reports. Plaintiffs now have the documents they sued to get. Nothing more can be done and this case should be dismissed as moot. That Plaintiffs allege that the audited reports could be created in some different form is insufficient to override the CTU President's discretion in the interpretation of its Bylaws. Plaintiffs cannot litigate her decision and summary judgment should be granted for the CTU.

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Respectfully submitted,

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August 13, 2025

EXHIBIT 1

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

PHILIP WEISS, BRIDGET CUEVAS,
ROSEMARY SWEARINGEN, THEODORE
KALAGERESIS, KENNETH MERACLE,

Case No. 2024CH09334

Plaintiffs,

vs.

CHICAGO TEACHERS UNION, LOCAL 1,
IFT-AFT, AFL-CIO; STACY DAVIS
GATES, President; MARIA T.
MORENO, Financial Secretary,

Defendants.

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.

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.

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

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.

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.

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.

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.

October 8, 2024

Respectfully submitted,

/s/ Jeffrey M. Schwab
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Exhibit

A

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.

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.

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.

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	

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.

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

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.

- 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

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;

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

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

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.

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.

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.

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.

- 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.

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:

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.

- 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

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.

- 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

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.

- 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;

- 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.

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;

- 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.

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;

- 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

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

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;

- 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

- 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.

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.

- 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)

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.

- 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.

- 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

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.

Exhibit

B



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

EXHIBIT 2

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.

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.

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.

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	

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.

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

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.

- 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

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;

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

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

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.

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.

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.

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.

- 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.

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:

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.

- 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

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.

- 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

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.

- 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;

- 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.

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;

- 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.

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;

- 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

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

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;

- 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

- 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.

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.

- 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)

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.

- 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.

- 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

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.

EXHIBIT 3

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

PHILIP WEISS, BRIDGET CUEVAS,)
ROSEMARY SWEARINGEN,)
THEODORE KALAGERESIS,)
and KENNETH MERACLE,)

Plaintiffs,)

vs.)

CHICAGO TEACHERS UNION,)
LOCAL 1, IFT-AFT, AFL-CIO;)
STACY DAVIS GATES, President;)
and MARIA T. MORENO, Financial)
Secretary,)

Defendants.)

Case No. 2024CH09334

Judge David B. Atkins

Calendar 16

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.

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

EXHIBIT 4

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

PHILIP WEISS, BRIDGET CUEVAS,)
ROSEMARY SWEARINGEN,)
THEODORE KALAGERESIS,)
and KENNETH MERACLE,)

Plaintiffs,)

vs.)

CHICAGO TEACHERS UNION,)
LOCAL 1, IFT-AFT, AFL-CIO;)
STACY DAVIS GATES, President;)
and MARIA T. MORENO, Financial)
Secretary,)

Defendants.)

Case No. 2024CH09334

Judge David B. Atkins

Calendar 16

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

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:

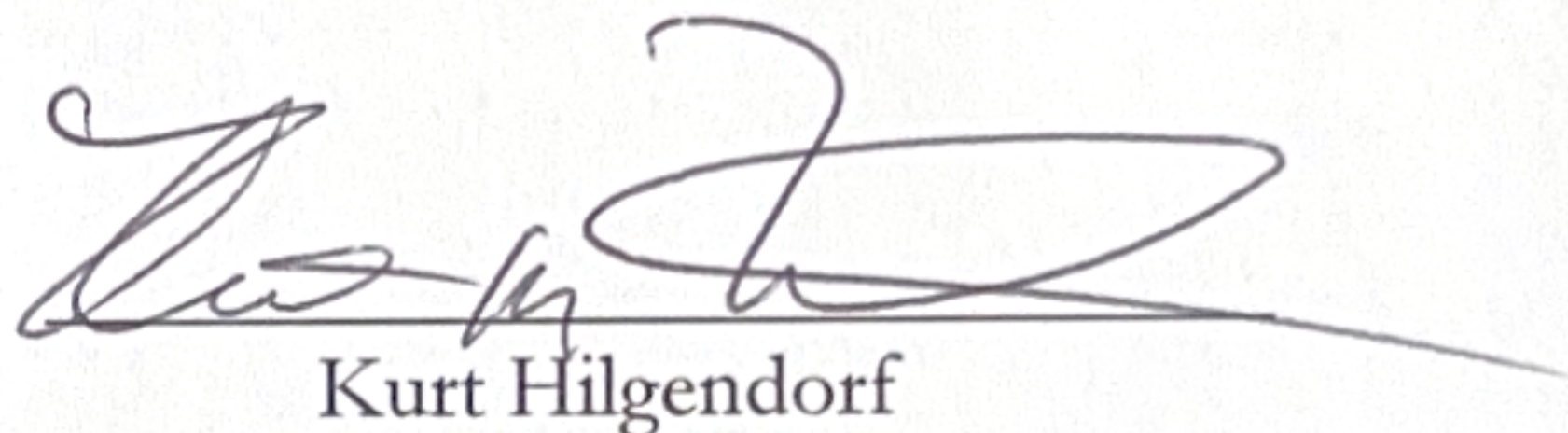
- (a) The 2019 audit has been available since about December 2020.
- (b) The 2020 audit has been available since on or about December 13, 2024.
- (c) The 2021 audit has been available since on or about December 13, 2024.
- (d) The 2022 audit has been available since on or about December 13, 2024.
- (e) 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.

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

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.

CHICAGO TEACHERS UNION

COMBINED STATEMENTS OF FINANCIAL POSITION

JUNE 30, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
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	<u>\$ 15,347,414</u>	<u>\$ 16,158,611</u>
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	<u>6,095,605</u>	<u>8,243,751</u>
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	<u>6,335,102</u>	<u>6,199,300</u>
Total liabilities	12,430,707	14,443,051
NET ASSETS		
Net assets without member restrictions	<u>2,916,707</u>	<u>1,715,560</u>
Total liabilities and net assets	<u>\$ 15,347,414</u>	<u>\$ 16,158,611</u>

CHICAGO TEACHERS UNION

COMBINED STATEMENTS OF ACTIVITIES

YEARS ENDED JUNE 30, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
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	<u>32,228,614</u>	<u>30,114,081</u>
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	<u>31,027,467</u>	<u>28,131,876</u>
INCREASE IN NET ASSETS	1,201,147	1,982,205
NET ASSETS (DEFICIENCY)		
Beginning of year - as restated	<u>1,715,560</u>	<u>(266,645)</u>
End of year	<u>\$ 2,916,707</u>	<u>\$ 1,715,560</u>

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.

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 \$15,709,704¹ 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.

CHICAGO TEACHERS UNION**COMBINED STATEMENTS OF FINANCIAL POSITION**

JUNE 30, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
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	<u>341,083</u>	<u>295,353</u>
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	<u>2,982,900</u>	<u>3,651,675</u>
Total assets	<u>\$ 15,709,704</u>	<u>\$ 15,347,414</u>
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	<u>2,234,221</u>	<u>2,366,212</u>
Total current liabilities	<u>4,237,343</u>	<u>6,095,605</u>
LONG-TERM LIABILITIES		
Capital lease obligations, less current maturities	-	38,290
Note payable - Foundation	4,882,794	4,869,377
Deferred rent	<u>1,472,558</u>	<u>1,427,435</u>
Total long-term liabilities	<u>6,355,352</u>	<u>6,335,102</u>
Total liabilities	10,592,695	12,430,707
NET ASSETS		
Net assets without member restrictions	<u>5,117,009</u>	<u>2,916,707</u>
Total liabilities and net assets	<u>\$ 15,709,704</u>	<u>\$ 15,347,414</u>

CHICAGO TEACHERS UNION

COMBINED STATEMENTS OF ACTIVITIES

YEARS ENDED JUNE 30, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
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	<u>29,957</u>	<u>6,793</u>
Total support and revenue	<u>33,355,119</u>	<u>32,228,614</u>
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	<u>377,379</u>	<u>529,821</u>
Total expenses	<u>31,154,817</u>	<u>31,027,467</u>
INCREASE IN NET ASSETS	2,200,302	1,201,147
NET ASSETS		
Beginning of year	<u>2,916,707</u>	<u>1,715,560</u>
End of year	<u>\$ 5,117,009</u>	<u>\$ 2,916,707</u>

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.

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 \$15,709,704¹ 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.

CHICAGO TEACHERS UNION

COMBINED STATEMENTS OF FINANCIAL POSITION

JUNE 30, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
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	<u>117,906</u>	<u>341,083</u>
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	<u>2,622,175</u>	<u>2,982,900</u>
Total assets	<u>\$ 17,573,032</u>	<u>\$ 15,709,704</u>
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	<u>1,790,688</u>	<u>2,234,221</u>
Total current liabilities	<u>4,441,534</u>	<u>4,237,343</u>
LONG-TERM LIABILITIES		
Capital lease obligations, less current maturities	170,649	-
Note payable - Foundation	4,882,794	4,882,794
Deferred rent	<u>1,436,174</u>	<u>1,472,558</u>
Total long-term liabilities	<u>6,489,617</u>	<u>6,355,352</u>
Total liabilities	10,931,151	10,592,695
NET ASSETS		
Net assets without member restrictions	<u>6,641,881</u>	<u>5,117,009</u>
Total liabilities and net assets	<u>\$ 17,573,032</u>	<u>\$ 15,709,704</u>

CHICAGO TEACHERS UNION

COMBINED STATEMENTS OF ACTIVITIES

YEARS ENDED JUNE 30, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
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	<u>23,895</u>	<u>29,957</u>
Total support and revenue	<u>33,941,092</u>	<u>33,355,119</u>
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	<u>871,395</u>	<u>377,379</u>
Total expenses	<u>32,416,220</u>	<u>31,154,817</u>
INCREASE IN NET ASSETS	1,524,872	2,200,302
NET ASSETS		
Beginning of year	<u>5,117,009</u>	<u>2,916,707</u>
End of year	<u>\$ 6,641,881</u>	<u>\$ 5,117,009</u>

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.

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.

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	<u>130,444</u>
Total cash and cash equivalents	<u>10,651,142</u>
Certificates of deposit	<u>93,742</u>
Receivables	
Due from foundations	1,102,671
Due from affiliates	748,746
Other accounts receivable	<u>236,820</u>
Total receivables	<u>2,088,237</u>
Prepaid expenses	<u>119,841</u>
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



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	<u>1,081,392</u>
Total current liabilities	<u>3,630,186</u>

Long-term liabilities

Lease liability - financing	209,714
Lease liability - operating	7,460,160
Note payable	4,882,794
Deferred rent	<u>-</u>
	<u>12,552,668</u>

Total liabilities	<u>16,182,854</u>
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Net assets

W ithout donor restrictions	6,609,551
W ith donor restrictions	<u>188,610</u>
Total net assets	<u>6,798,161</u>

Total liabilities and net assets	<u>\$ 22,981,015</u>
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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



EXHIBIT 5

FILED DATE: 2/27/2025 3:30 PM 2024CH09334

PHILIP WEISS, BRIDGET CUEVAS, ROSEMARY SWEARINGEN, and KENNETH MERACLE, Plaintiffs v. CHICAGO TEACHERS UNION, LOCAL 1, IFT-AFT, AFL-CIO; STACY DAVIS GATES, President; and MARIA T. MORENO, Financial Secretary, Defendants.	No. 2024 CH 09334 Judge David B. Atkins Calendar 16
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PLAINTIFFS’ RESPONSE IN OPPOSITION TO DEFENDANTS’ MOTION
TO DISMISS

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Attorneys for Plaintiffs

*pro hac vice motion filed

INTRODUCTION

For decades, the Chicago Teachers Union (CTU) furnished annual financial audits to members, consistent with its legal obligations under CTU's Constitution. But with no change to its Constitution, CTU abruptly stopped this longstanding practice in September of 2020.

Plaintiffs are CTU members who were compelled to file this lawsuit to ensure they receive the financial transparency to which they are contractually entitled. In seeking to dismiss their lawsuit, CTU does not dispute that its Constitution represents a binding contract between the union and its membership. Nor does CTU dispute that Plaintiffs have legal standing to seek enforcement of the Constitution. Still, CTU seeks legal permission to deny fiscal transparency to its 25,000 members by moving to dismiss this case rather than provide the audits to its members. For the following reasons, Defendants' three arguments are meritless.

First, Defendants incorrectly argue that individual union officers cannot be sued for violating CTU's Constitution. While federal law prevents individual officers from being held personally liable for monetary damages in certain contexts, that limitation does not extend to claims seeking injunctive or declaratory relief, as Plaintiffs bring here.

Second, Defendants' contention that the Complaint must be dismissed because Plaintiffs have not pled monetary damages is baseless. Plaintiffs seek specific performance and declaratory relief—remedies that are not dependent on a showing of monetary harm.

Third, Defendants’ mootness argument fails because the so-called “audit reports” recently provided to members do not satisfy CTU’s obligation. CTU’s Constitution requires that an “audited report” be furnished to members; for decades this meant full, independent financial audits prepared by certified public accountants. Defendants have instead offered self-prepared, summary reports that lack the necessary detail and independence to qualify as legitimate, independent audit reports.

FACTS

A. The Complaint’s Allegations

Plaintiffs are longtime members of CTU who are employed as teachers and staff members throughout Chicago Public Schools, including a social worker and a diverse learning teacher. Compl. ¶¶ 2-5. Defendants are comprised of CTU itself, along with its President, Stacy Davis Gates, and its Financial Secretary, Maria T. Moreno (the “Officer Defendants”). Compl. ¶¶ 6-8.

CTU’s Constitution is a binding contract between CTU and its members. Compl. ¶¶ 12-14. The Constitution establishes the responsibilities of CTU officers, including a President who serves as the chief executive officer and a financial secretary charged with overseeing CTU’s finances, including financial reports and audits. Compl. Ex. A (Constitution & ByLaws) § 1. The Constitution requires that “[e]ach year, the Financial Secretary shall furnish an audited report of the Union

which shall be printed in the Union’s publication.” *Id.*¹ The last date that CTU furnished such an audit was September of 2020—a release that covered the 2018 fiscal year and the first half of 2019. Compl. ¶ 29. Defendants have therefore failed to meet their constitutional obligation to provide audited reports to members for every fiscal year since the second half of 2019

Before filing the Complaint, Plaintiffs requested that Defendants provide the missing audit reports to avoid litigation, but Defendants refused. Compl. ¶ 22. The Complaint seeks specific performance to compel production of all past-due audit reports and declaratory judgment to affirm CTU’s ongoing obligation to furnish annual audit reports. Compl. ¶ 1 & P. 7.

B. Plaintiff Weiss’s Declaration in response to Defendants’ Motion to Dismiss

In moving to dismiss, Defendants argue that (1) the individual CTU officers may not be sued for violating CTU’s constitution, (2) the Complaint should be dismissed because Plaintiffs have not specified monetary damages, and (3) the Complaint is moot. In support of their mootness argument, Defendants rely on the Declaration of Kurt Hilgendorf, “the Legislative Coordinator/Special Assistance [sic] to the President.” Hilgendorf. Decl. ¶ 1. Hilgendorf acknowledges that the audit reports for the years 2020, 2021, and 2022 were not available until December 2024—two months after this lawsuit was filed. Hilgendorf Decl. ¶¶ 3-4. He also concedes that the documents belatedly provided are not “full” audit reports; they are

¹ The Board of Trustees is also required to ensure that “a reliable and adequate audit of the finances of the Union . . . may be inspected in the Union office by any member.” Compl. Ex. A (CTU Constitution) § 2.A.

self-prepared “summary” audit reports. *Id.* Mr. Hilgendorf further asserts that “CTU has always made its full annual audits available for personal inspection by any CTU member upon request” but distinguishes these from “the summary audited reports previously printed in the CTU’s publication.” *Id.*

Plaintiff Philip Weiss, in his Declaration supporting this Response, provides critical context that exposes Defendants’ attempt to manufacture mootness. For years prior to 2020, full audit reports were furnished to members through CTU’s now-defunct publication, the Chicago Union Teacher. Exhibit A, Weiss Decl. ¶ 4. The December 2020 edition of that publication includes a complete reproduction of a 19-page Independent Auditor’s Report prepared by Certified Public Accountants Bansley & Kiner LLP. Weiss Decl. ¶ 5 & Ex. 1.² Despite discontinuing the publication in 2023, CTU still furnishes updates to members via regular email bulletins.³ Until recently, the membership portal also retained years’ worth of “full” audit reports. Weiss Decl. ¶ 4.

In May 2024, Mr. Weiss made multiple attempts to obtain the missing audits, only to be met with silence and obstruction. Weiss Decl. ¶¶ 7-8. Three separate emails to CTU’s Chief of Staff, Matthew Luskin, requesting access to the audits went unanswered—an experience consistent with that of other CTU members. Weiss Decl. ¶ 8 & Ex. 2. After Mr. Weiss and his co-plaintiffs retained *pro bono*

² *Chicago Union Teacher*, Vol. 84 No. 3 (December 2020), <https://www.ctulocal1.org/chicago-union-teacher/84-3/> (accessed February 24, 2025).

³ “Note on the Official Union Publication,” *Chicago Union Teacher*, <https://www.ctulocal1.org/union/chicago-union-teacher/> (accessed February 24, 2025).

counsel to secure the audits, Defendant Davis-Gates and Defendants’ counsel launched public attacks against Plaintiffs, falsely alleging that they were part of an “extreme right wing” effort to undermine the Union, and sabotaging Mr. Weiss’ campaign for a trustee position at a “meet the candidates” event. Weiss Decl. ¶¶ 11-12. At the time, Defendant Davis-Gates and counsel insisted that full audits had always been available for member review—statements now refuted by Mr. Hilgendorf’s admission that no such audits were accessible until December 2024. Weiss Decl. ¶ 13.

Facing litigation, Defendants subsequently attempted to moot the case in December of 2024 by belatedly uploading three documents titled “Audited Reports” to the member portal, covering the years 2020-2022. Weiss Decl. ¶ 14 & Ex. 3. These documents, however, were merely self-prepared three-page summaries, which stated that the “full audit” was only available for in-person inspection by appointment. Weiss Decl. ¶ 15. In a further attempt to obscure financial transparency, CTU deleted the previously available full audit reports from the portal—marking a blatant regression from its longstanding practice of making such reports accessible to members. Weiss Decl. ¶ 16.

LEGAL STANDARD

When ruling on a Section 2-615 motion, the Court takes all well-pleaded facts and all reasonable inferences that may be drawn from those facts as true, and construes the facts alleged in the light most favorable to the plaintiff. *Doe-3 v. McLean County Unit Dist. No. 5 Bd. of Dirs.*, 2012 IL 112479, ¶ 16; *Winters v.*

Wangler, 386 Ill. App. 3d 788, 793 (2008). “[A] cause of action should not be dismissed pursuant to section 2-615 unless it is clearly apparent that no set of facts can be proved that would entitle the plaintiff to recovery.” *Marshall v. Burger King Corp*, 222 Ill. 2d 422, 429 (2006).

When ruling on § 2-619 motion, the Court construes the pleadings “in the light most favorable to the nonmoving party” and should only grant the motion “if the plaintiff can prove no set of facts that would support a cause of action.” *Sandholm v. Kuecker*, 2012 IL 111443, ¶ 55; *Snyder v. Heidelberger*, 2011 IL 11052, ¶ 8.

ARGUMENT

I. There is no reason to dismiss the Officer Defendants, who are charged with carrying out CTU’s obligations of transparency.

Defendants argue that the Officer Defendants cannot be sued under CTU’s Constitution. This argument is misplaced. The cases Defendants rely on concern the Labor Management Relations Act (“LMRA”), which clarifies that a “*money judgment* against a labor organization *in a district court of the United States . . .* shall not be enforceable against any individual member or his assets.” 29 U.S.C. § 185(b) (emphasis added). That statute, and those cases, are plainly inapplicable here.⁴

In any event, courts have repeatedly held that union officers may be sued for failing to uphold their obligations. *See, e.g., Kouba v. Flynn*, 2017 U.S. Dist. LEXIS 70208, *8 (N.D. Ill. May 3, 2017) (§ 501 of the LMRA “gives members the right to

⁴ *See Zander v. Carlson*, 2020 IL 125691 ¶¶ 1, 9 (holding that, under the LMRA, “individual union members, agents, and representatives are not subject to civil liability for action they undertake on behalf of that union.”); *Complete Auto Transit v. Reis*, 451 U.S. 401 (1981) (same).

sue on behalf of the union any officers who have violated their duties”); *Stanley v. Am. Fed’n of State & Mun. Emples. Local No. 553*, 884 A.2d 724, 732 (Md. App. 2005) (“It is well-established that a State court may entertain a suit by a union member against a union’s officers and representatives” for failure to pursue the member’s grievance case against his employer.); *Scheaffer v. Carpenters Local 377*, 88 Fed. Appx. 945, 947 (7th Cir. 2004) (affirming dismissal of a complaint brought under § 501 of the LMRA because that section “imposes liability *only on individual union officers*; since [the plaintiff] sued only the Union, a claim under § 501 cannot succeed”).

Plaintiffs seek only declaratory and injunctive relief—not monetary damages against the Officer Defendants—and Defendants have identified no authority barring such claims. Accordingly, the Court should deny the Officer Defendants’ motion for dismissal.

II. Plaintiffs are not required to plead damages for breach of contract when seeking specific performance and declaratory judgment.

Defendants incorrectly argue that Plaintiffs must plead monetary damages to proceed with a breach-of-contract claim. But the Complaint unambiguously seeks specific performance and declaratory judgment—remedies that do not require a showing of monetary damages.⁵

⁵ See Compl. ¶ 1 (“for their remedy [Plaintiffs] seek[] *specific performance* so that the union will produce an audited report”) (emphasis added); Compl. P. 7 (asking the Court to “[e]nter *declaratory judgment* in Plaintiffs’ favor” and to “[d]irect Defendants to *specifically perform* their contractual obligation to furnish audited financial records.”) (emphasis added). The Complaint further clarifies that

Specific performance is a remedy for breach of contract that is available when a party “lacks an adequate remedy at law”—i.e., “when money damages will not suffice to remedy the contractual breach, such as when the measure of damages is uncertain or difficult to ascertain.” *Blue Cross & Blue Shield Ass’n v. Am. Express Co.*, No. 99 C 6679, 2005 U.S. Dist. LEXIS 15158, at *17 (N.D. Ill. July 25, 2005) (citing *George F. Mueller & Sons, Inc. v. Morales*, 25 Ill. App. 3d 466, 469 (1974)). Likewise, “[d]eclaratory judgment is a mode of relief which permits a court to consider a matter after the dispute has developed, but before steps are taken which give rise to claims for damages or other relief.” *Gagnon v. Schickel*, 2012 IL App (1st) 120645, ¶ 23 (cleaned up). Here, specific performance is the contractual remedy needed to ensure that past-due audit reports are produced, and declaratory judgment is necessary to ensure that Court orders future audit reports are produced. *See Babbitt Municipalities, Inc. v. Health Care Serv. Corp.*, 2016 IL App (1st) 152662, ¶ 41 (because “the parties here have an ongoing relationship . . . a declaratory judgment action might be appropriate to guide their future conduct”)⁶

Even if Plaintiffs’ claim for breach of contract requires that they plead damages—which it does not—that would not be a basis to dismiss the Complaint with prejudice. In that case, Plaintiffs should be granted leave to amend their complaint to include a claim for damages.

“[m]onetary damages or other remedies at law are inadequate remedies.” Compl. ¶ 34.

⁶ None of the cases cited by Defendants concerned actions for declaratory judgment or specific performance.

III. The case is not moot.

A. No genuine audit reports have been furnished to Plaintiffs.

CTU's Constitution requires the Financial Secretary to "furnish an audited report of the Union which shall be printed in the Union's publication." Compl. Ex. A (CTU Constitution) Art. VI, § 1.D. While the Constitution does not define "audited report," legal and financial standards make its meaning clear: it refers to an independent financial evaluation, conducted by a qualified auditor, and providing a certified opinion on the union's financial condition. For example, the U.S. Code defines an audit report as one in which a public accounting firm "sets forth the opinion of that firm regarding a financial statement" or "asserts that no such opinion can be expressed." 15 U.S.C. § 7220(2). Similarly, Black's Law Dictionary defines it as "an independent auditor's written statement . . . expressing the auditor's opinion of the accuracy of the company's financial condition." AUDIT REPORT, Black's Law Dictionary (12th ed. 2024).⁷ The Public Company Accounting Oversight Board's Accounting Standards 3101 and 3105 also set forth a detailed summary of the expected requirements of an Auditor's Report, which can differ depending on whether the auditor needs to "qualify" their opinion on the subject financial statements.⁸

⁷ See also *Janssen v. Reschke*, No. 17 C 8625, 2020 U.S. Dist. LEXIS 188834, at *10 (N.D. Ill. Oct. 13, 2020) (defining "an independent audit of [a company's] financial statements completed by [an outside accounting firm]" as an "audit report").

⁸ AS 3101: The Auditor's Report on an Audit of Financial Statements When the Auditor Expresses an Unqualified Opinion, PCAOB, <https://pcaobus.org/oversight/standards/auditing-standards/details/AS3101> (last

The requirement that an “audit report” be both independent and substantive was clearly expressed in *ACLU v. City of Chicago*, in which the City was required to provide an audit of its compliance with a consent decree entered to protect Chicagoans’ First Amendment rights from abuses by the Chicago Police Department. *ACLU v. City of Chi.*, No. 75 C 3295, 2008 U.S. Dist. LEXIS 76316, at *4-5 (N.D. Ill. Sep. 30, 2008). The court rejected the City’s attempt to rely on an audit report consisting of “but a single page, backed by four pages of the City management’s assertions related to the City’s compliance,” recognizing that such a report was “meaningless” because it “merely parrot[ted] the City’s ‘management assertions’” and “provide[d] no information concerning the methodology employed in the ‘audit’ (other than that the methods employed are in accordance with established accounting procedures).” *Id.* at *10, 16-17. The Court concluded that “such a ‘review’ does not comply with either the letter or the spirit of the independent audit required by [law].” *Id.* Here, the three-page “audit reports” provided by CTU are even less reliable than the one rejected in *ACLU v. Chicago*, as they are self-generated summaries that lack any independent certification or methodology.

B. CTU’s past practice of furnishing full independent audit reports to members resolves any ambiguity in the term “audited report.”

accessed 2/27/2025); AS 3105: Departures from Unqualified Opinions and Other Reporting Circumstances, PCAOB, <https://pcaobus.org/oversight/standards/auditing-standards/details/AS3105> (last accessed 2/27/2025).

CTU's recent conduct represents a stark departure from its own longstanding practice. The last genuine audit provided to Plaintiffs in 2020 was a 19-page, CPA-certified report covering 2018 and part of 2019. Weiss Decl. ¶ 5 & Ex. 1. That report, prepared by an independent firm, adhered to generally accepted accounting principles (GAAP) and included detailed financial statements, explanatory notes, and disclosures about CTU's assets and obligations. Weiss Decl. ¶ 6. In contrast, the 2020-2022 "audit reports" now offered by CTU contain no independent certification, no detailed financials, and no meaningful transparency. Weiss Decl. ¶¶ 14-15, 19-20.

To the extent that Defendants imply that their requirement to produce an "audited report" is ambiguous, that ambiguity would be resolved by CTU's prior longstanding practice of furnishing completed audits to its members under the Constitution, as "[t]he parties to an agreement are in the best position to know what they meant, and their action under the contract is often the strongest evidence of their intended meaning." *Chi. & N. W. R. Co. v. Peoria & P. U. R. Co.*, 46 Ill. App. 3d 95, 101 (1977) (citing The Restatement (Second) of Contracts § 228(4)); *see also Gomez v. Bovis Lend Lease, Inc.*, 2013 IL App (1st) 130568, ¶ 7 (considering the contractual parties' "previous dealings and course of performance" in evaluating ambiguity in a contract). As set forth in detail in the Weiss Declaration, it was CTU's longstanding practice to provide full, CPA-certified audit reports as a matter of course. CTU cannot unilaterally redefine its contractual obligations to its

members by providing less financial transparency by deciding it can now rely on self-generated summaries to moot Plaintiff's case.

CONCLUSION

For the foregoing reasons, Defendants' motion to dismiss should be denied.

/s/ Dean McGee

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CERTIFICATE OF SERVICE

I, James McQuaid, an attorney, certify that on February 27, 2025, I served the foregoing on counsel for all parties by filing it electronically via the Odyssey eFile IL service.

/s/ James McQuaid

Exhibit

A

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

PHILIP WEISS, BRIDGET CUEVAS,
ROSEMARY SWEARINGEN, and
KENNETH MERACLE,

Plaintiffs

v.

CHICAGO TEACHERS UNION,
LOCAL 1, IFT-AFT, AFL-CIO; STACY
DAVIS GATES, President; and MARIA
T. MORENO, Financial Secretary,

Defendants.

No. 2024 CH 09334

Judge David B. Atkins

Calendar 16

**DECLARATION OF PHILIP WEISS IN SUPPORT OF PLAINTIFFS'
OPPOSITION TO DEFENDANTS' MOTION TO DISMISS**

COUNTY OF COOK)
) SS
STATE OF ILLINOIS)

I, Philip Weiss, 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 below are true and correct.

BACKGROUND

1. I have been a dues-paying member of the Chicago Teachers Union since 1998, when I was first hired as a social worker with Chicago Public Schools.

2. As a Plaintiff in the above-captioned action, I reviewed Defendants' memorandum of law in support of their Motion to Dismiss, including the Declaration of Kurt Hilgendorf.

3. In paragraph 3 of his declaration, Mr. Hilgendorf states that, to the best of his knowledge, "CTU has always made its full annual audits available for personal inspection," distinguishing them from "the summary audited reports previously printed in CTU's publication."

4. Mr. Hilgendorf's understanding is incorrect. My recollection is that, from the beginning of my membership in CTU through at least December 2020, CTU furnished full audit reports to members through both its publication, *Chicago Union Teacher*, and its online membership portal. Copies of these historical audit reports remained available in the member portal until recently.

5. As an example, I have attached as **Exhibit 1** the December 2020 edition of *Chicago Union Teacher*, which contains what appears to be a full audit, including an opinion letter from an independent outside auditor. That edition remains publicly available on CTU's website: <https://www.ctulocal1.org/chicago-union-teacher/84-3/>.

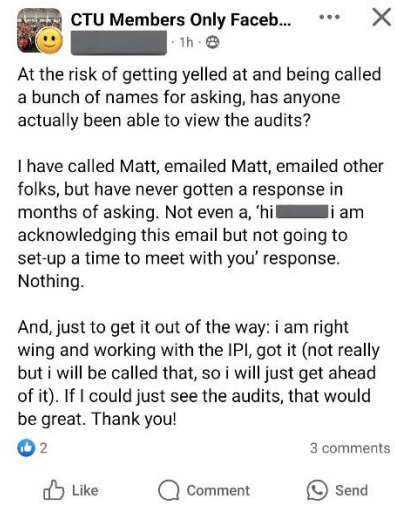
6. I consider that audit to be a "full" audit report because it was clearly prepared by an independent outside auditor and contained a formal opinion letter, financial statements, and explanatory notes consistent with professional auditing standards.

MY EFFORTS TO OBTAIN THE MISSING AUDIT REPORTS AND CTU LEADERSHIP'S RETALIATION AGAINST ME

7. Concerned about the years-long failure to produce audits, I began actively seeking them around May of 2024. I was informed by CTU delegate Debbie Yaker-Montalbano that I should email CTU Chief of Staff Matthew Luskin to arrange to see the audits.

8. I emailed Mr. Luskin three times in May 2024 requesting access to the audits but received no response except for one out-of-office message on May 1 indicating that Mr. Luskin "expects to be back to work within a few days." My emails are compiled and attached hereto as **Exhibit 2**.

9. Other CTU members have had similar experiences. For example, in or around October 2024, a member unaffiliated with me posted the following message on CTU's Members Only Facebook page that they "have called Matt, emailed Matt, emailed other folks, but have never gotten a response in months of asking":



10. When my co-Plaintiffs and I retained *pro bono* counsel, we hoped that CTU leadership would voluntarily furnish the audits to members (or at least provide a clear explanation as to when they would be furnished), thereby obviating the need for litigation. Instead, CTU ignored our request and pursued a campaign of retaliation against us.

11. On the evening of October 8th 2024, the same day Defendants' counsel was notified of our names as potential Plaintiffs, CTU held a virtual "Meet the Candidates" event for members running for trustee positions on the Pension Board. Defendant Davis-Gates was running that meeting.

12. As a candidate for the Pension Board, I attended the event. Before I was introduced, Defendant Gates stated that the "extreme right wing" was in the room and falsely associated my co-Plaintiffs and me with "Project 2025." Defendants' counsel then read our names aloud and claimed that CTU would not respond to our attorney's letter, asserting that the audits had always been available upon request by emailing Mr. Luskin.

13. I also knew that Defendants' counsel's claim was false based on my own unanswered emails to Mr. Luskin. Paragraph 4 of Mr. Hilgendorf's declaration now confirms that audits for fiscal years 2020–2023 were not even available until December 2024—long after we had made our requests.

DEFENDANTS' ATTEMPT TO MOOT THIS LAWSUIT WITH POST-LITIGATION AUDIT SUMMARIES

14. In December, 2024, after this lawsuit was filed, CTU uploaded three documents to the member portal labeled "Audited Reports" for the years 2020, 2021, and 2022. These documents are attached as **Exhibit 3**.

15. The documents are brief, three-page financial summaries that appear to be self-prepared. Unlike prior audits, they lack essential elements such as an opinion letter from an independent auditor certifying compliance with generally accepted accounting principles, and explanatory notes providing context to the financial statements.

16. Around the same time these summary documents were uploaded, all prior full audits previously available on the membership portal were apparently deleted. As a result, members now have even less access to financial information than before.

MY EFFORTS TO INSPECT THE “FULL” AUDITS


17. Paragraph 6 of the Hilgendorf Declaration correctly notes that after CTU uploaded the summary documents in December 2024, I emailed CTU on January 8, 2025, to request access to the full audits.

18. To my knowledge, I never received a response to that email. However, after reviewing the Hilgendorf Declaration (which includes a response I am still unable to locate in my inbox) I followed up again and scheduled an appointment to view the full audits at CTU’s headquarters on February 25, 2025.

19. When I reviewed the documents at CTU headquarters, they did not resemble the audit reports previously furnished to members. While more detailed than the three-page summaries on the portal, these documents lacked an independent auditor’s opinion letter, and were labeled “Combined Financial Statements.” When I asked where the full audits were, the two persons present indicated the documents were the only “audits” available to members.

20. Based on my experience with past CTU audits, I would not consider these to be “full” audit reports consistent with what CTU had historically provided to members.

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 Declaration are true and correct, based on knowledge, information and belief.


Philip Weiss

Date: 2/27/25

Exhibit

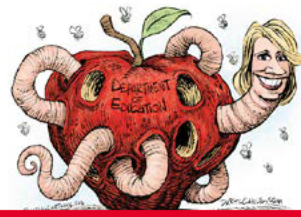
1

PSRP Corner: Mayor continues to act like she's above the law, forcing clerks, staff to work in unsafe buildings

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December 2020 / Volume 84 / Number 3

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California dreaming:

If only CPS officials took a lead from their counterparts in LA, we could have a Hollywood ending, too

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WHAT DO WE WANT?

SAFETY



EQUITY



TRUST



Victory in North Lawndale: Parents, community win school closing fight, demand investments mayor promised

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TEACHERS
UNION**

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Waiting to exhale

Mayor Lightfoot continues to act like she's above the law, forcing clerks, school staff to continue working in unsafe buildings

BY CHRISTEL WILLIAMS-HAYES

The Saturday that Joe Biden won the presidential election, Black and Brown women and men across America felt like we could breathe again. We'd been holding our breath through four years of racist hatred from President Donald Trump, and we finally felt like we could exhale.

But, by Monday, when our clerks, tech coordinators and other staff reported back to work in their unsafe buildings, that sense of relief vanished. They were once again, literally, afraid to breathe.

Biden's victory is, in large part, a repudiation of Trump's pathetic pandemic response. So you would hope the mayor and CPS would take note. But their horrifying indifference to the health and safety of our members persists.

Think about it. An independent arbitrator found that school buildings are unsafe and ordered that clerks and other staff should be allowed to work remotely at least four days a week. But the mayor decided she's above the law and refused to abide by that ruling.

CPS claims can't be trusted

In early November, as COVID-19 infections and deaths were surging across the state, the mayor told all Chicagoans to stay home for 30 days, and Gov. J.B. Pritzker begged all Illinoisans to work remotely. But CPS and the mayor ignored the governor's pleas, still refusing to let clerks do their jobs from home.

To assuage parent and educator concerns about returning to in-person school in poorly ventilated buildings, CPS purchased 4,200 air purifiers to be used in classrooms whenever in-person instruction begins. Was this equipment immediately distributed to our clerks, some of whom have already been sickened by COVID in their buildings, to assuage their fears about working in unsafe schools? While we were receiving daily reports of new coronavirus infections among our clerks, other school staff and



CTU Recording Secretary Christel Williams-Hayes at a pre-dawn action to support clerks and tech coordinators (Photo: CTU)

An independent arbitrator found that school buildings are unsafe, but the mayor has refused to abide by that ruling.

their families, the equipment was sitting in a warehouse.

CPS claims it performed air quality inspections on all buildings and they all passed. But those inspections failed to test for the most important aspects of air quality during a pandemic — how much air is being recirculated out of the room and how rapidly, the only way to verify that ventilation systems are actually working to mitigate virus spread. That's why the Union has demanded — and the arbitrator has agreed — that our own inspectors review ventilation systems, as is our contractual right.

Yet CPS refuses to allow us access to inspect building ventilation systems for safety, or abide by a legally binding arbitrator's ruling or the Governor's

work-from-home requests, even as our clerks who are being exposed and sickened by COVID-19 fear for their lives.

It's as if the mayor simply does not care about our workers. It is hard to reach any other conclusion.

We'll fight with everything we've got

Our Union will continue to use every legal tool we have to force CPS to follow the law and protect workers, students and families. We will continue to be guided by science, which dictates that when coronavirus is surging through our communities, we cannot put students, educators and staff in harm's way by sending them into unsafe buildings.

Chicago's Black and Brown communities are being slammed by double-digit COVID-19 infection rates. Our school clerks, mostly Black and Brown women, live and work in these same communities. They are committed to serving our students and their families. But they should not be forced to choose between a paycheck and their very lives just because the mayor shares the Trump/DeVos agenda to return workers and students to schools regardless of the health risks.

It's time for CPS and the mayor to follow the law. Let our school clerks and other staff breathe a little easier. [CU](#)

Christel Williams-Hayes is the CTU Recording Secretary.



Norine Gutekanst works the phone (Photo: CTU)

Bon voyage, Norine

Her 70-hour weeks as CTU organizing coordinator may be behind her, but it's a good bet that you'll run into her at the next Union protest

BY CTU COMMUNICATIONS

Norine Gutekanst comes from a family of educators and strong union people. Her godmother, aunt and sister are teachers and her father's family were strong union activists. So it's no wonder she became a fixture at Union meetings, public hearings, rallies, protests and, more recently, car caravans.

Union activism is in her blood and so is teaching.

After working a string of odd jobs, including one at CNW Railroad, Norine began her education career in 1987 at Inter-American Magnet School (IAMS), a wonderful dual language school that, notably, was founded by parents. She taught first through fourth grades at IAMS for 17 years until a destructive Local School Council (LSC) took over and installed a principal who didn't have the support of the school community.

"My wonderful colleagues from IAMS are still some of my closest and dearest friends," she said. "They, like so many CPS teachers, were truly dedicated to the students we served, who came mostly from Latinx families." After leaving IAMS, she taught third grade at Whittier Elementary in Pilsen, again serving mostly working-class Spanish-speaking students and families.

Norine recalls the early 1990s organizing campaigns against Mayor Richard Daley and his corporate backers, who were pushing to reconstitute, turn around and close schools serving mostly Black and Brown students on the south and west sides of the city.

"I began working with other CTU members to fight the school closings," she recalled. "We wanted to stop those destructive actions, which ripped apart entire school communities. But we also wanted to find a way to activate members for the broader fight to defend public education and defend our Union and our working conditions."

Joining CTU staff

She joined with others in that movement — Karen Lewis, Jesse Sharkey, and Jackson Potter, to name a few — in order to revitalize militant struggle in the Union. In 2010, Norine joined them on CTU staff as coordinator of the Union's first ever organizing department, a role she held until her retirement this fall.

Her proudest moments working for CTU? The historic strikes in 2012, 2016 and 2019 top the list, of course. But so does the courageous ISAT boycott by members in 2015 and CTU's alliance with community groups in the Grassroots Education Movement (GEM). And don't forget the CTU merger with charter union ChiACTS and the historic charter strikes of the last two years, which helped stall charter expansion in the city. She also is incredibly proud of the increasing leadership of CTU rank and file members, assisted by CTU's leadership trainings and summer institutes.

"Norine has been instrumental in every single battle and every single victory CTU has won over the last decade," CTU President Jesse Sharkey said. "She has been a fierce, dedicated champion for our Union, our public schools and our students. To say CTU will miss her is an understatement of gigantic proportions."

"I feel completely privileged to have been part of CTU's organizing department for 10 years and to work with the most amazing people, both on staff and in the schools," Norine said. "I am so inspired by our brilliant members who love — and fight for — their students, colleagues and schools."

Norine's next phase

How does she plan to occupy her days, now that the 70-hour weeks are behind her? Reading, travelling and spending time with her adorable grandson come to mind. But she also plans to stay involved in CTU and its fight for the schools our children deserve. So don't be surprised if you see her — in her signature yellow marshall's vest — at the next action. [CU](#)

CHICAGO UNION TEACHER

EDITED BY THE CHICAGO TEACHERS
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Safety, equity, trust

Sisters and Brothers,

By any measure, the coronavirus was raging in November when Mayor Lightfoot and CPS announced that in-person instruction for our most vulnerable students would begin Jan. 11. Daily infection rates hovered around 2,300 at the time. That's nearly six times higher than the 400 cases CPS initially said would trigger remote learning.

At the time of the announcement, 150 schools had reported COVID-19 infections — in buildings staffed with skeleton crews. Clerks, principals, assistant principals and lunch staff at those schools had become infected. Multiple families contracted the virus and at least one teacher and a security guard — that we know of — died.

At the same time the mayor was telling Chicagoans to stay home and skip Thanksgiving gatherings, she was steamrolling ahead with plans to reopen schools for pre-k and cluster students, who are some of our most fragile children, just after the new year.

How did the mayor settle on the Jan. 11 date? No one in the scientific or medical community was predicting the pandemic would be under control by then. In fact, leading authorities were predicting just the opposite, a dangerous post-holiday surge.

Instead of relying on science, the mayor pulled an arbitrary date out of thin air to serve a political agenda, urging us all to cross our fingers and hope the virus mysteriously disappears. If that sounds familiar, it's because Mayor Lightfoot seems to be the last person listening to Donald Trump when it comes to the virus and reopening schools.

Our Union and our families know this is a recipe for disaster. That's why over 1,000 parents joined a Union town hall in December and why hundreds came out for our Safety, Equity and Trust car caravan in the Loop. We all want to be back in our classrooms, but not until it is safe to do so. Our families are on the same page.

While the mayor distorts the facts and low balls the COVID risk in schools, we have developed clear, effective demands anchored in the core principles of safety, equity and trust. Lightfoot claims we are the ones hurting students when, in fact, she fails to lead with the empathy, equity and integrity our school communities deserve.

Safety must be first and foremost in any reopening plan. We need clear public health criteria to trigger reopening, not a random date dictated by political considerations. We need real resources put behind

safety protocols like masks, screening, nurses and upgrades to make ventilation safe. COVID testing, contact tracing, and a plan for vaccinations must be priorities.

To ensure equity for our students, CPS must revamp remote learning, reduce screen time and provide prep time and PD for educators. All students must have the technology to learn virtually and our families must be given services and support. Our clerks, mostly Black and Brown women, must be allowed to work remotely as an independent arbitrator ordered.

For any reopening plan to succeed, educators and parents need to believe decisions are being made to serve the best interests of students. But trust is in short supply given the district's track record of lies, negligence, and corruption. That list includes the Aramark boondoggle, the sex abuse scandal CPS swept under the rug and the gutting of special ed services that led to a state takeover. And, let's not forget, a former CEO went to jail for taking kickbacks and another got pushed out amid an ethics scandal.

To rebuild trust with workers and parents, CPS must bargain in good faith with our Union and give parents, students and community members a seat at the table. We must have independent verification that safety protocols are being met through a CTU-CPS Joint Committee. And safety panels should be empowered to act in each school if violations occur.

While CPS contends it is safe to reopen, no study has examined reopening schools in a city like Chicago, where students frequently live in multigenerational families who rely on public transportation, confront high levels of poverty and with individuals who are essential workers already at higher risk for COVID-19.

The district was unable to enforce even the most basic safety protocols while school buildings were mostly empty this fall. We don't trust CPS to do it when they are full of teachers and students and the virus is surging. Reopening our buildings must be done in collaboration with the people who know our schools best.

You are the ones who understand what your schools need to be safe. You are the ones parents trust — not the mayor or her CPS mouth pieces.

You are the ones being asked to risk your lives and the lives of your family. And you are the ones who, by standing together, in solidarity, will force the mayor to back down and do what is right for Chicago students and educators.

In solidarity,

Jesse Sharkey
Jesse Sharkey



the
president's
message

Lightfoot seems to be the last person listening to Donald Trump when it comes to the virus and reopening schools.

The CUT interviewed members about remote learning. They shared how it's working in their schools — and what needs to change to improve virtual teaching and learning conditions.



LINDA PERALES
Bilingual SPED cluster teacher
Corkery Elementary

Special ed teacher Linda Perales and her colleagues at Corkery Elementary are making remote learning work, but it's not without challenges. They are following an hour on and hour off schedule, which makes it easier. "But that's a lot to ask of our families — to be on call for seven hours a day with their student," she said. "Many of them are working and just can't do it. So, we definitely need a more humane schedule."

Perales also doesn't mince words when it comes to CPS-dictated technology. "Google classroom is the worst," she said. It's not user friendly and teachers cannot mute the classroom. That is especially problematic for Perales' students, all of whom have disabilities. They get easily distracted if other students are talking or if there's any background noise.

Members speak out

What we need to make remote learning work for students and educators: less screen time, more flexible schedules

"We've found a way in our little bubble to make it work. But that's because everyone — teachers and parents — are working together," she said. "But what we really need to address the problem is for our parents to get paid to stay home and help their children."



EMILY HECHT
Spanish/Science teacher
Jackie Vaughn Occupational High School

Emily Hecht says her colleagues are making remote learning work, but they need a more flexible schedule.

CPS apparently believes that a schedule suitable for a classroom doesn't require significant modification to make it suitable for students learning from home.

The school asked CPS to approve block scheduling, which would allow teachers to delve into more detail during longer periods. The district denied the request.

She thinks it's unfair that educators can't use their contractually-guaranteed supply reimbursement funds to pay for the technology they need to teach remotely, like a new laptop or monitor. And, she said, the lunch time schedule is ridiculous.

"If you have several children in different classes or in different schools, all with different lunch times, you feel like you're in the kitchen all day," she said. "They need to consider the needs of teachers who are parents, too."



WILLIE COUSINS
Pre-k instructional aid
Bond Elementary

Remote learning is working at Bond Elementary, PSRP Willie Cousins said, because parents and the school community are all working together. "Our parents have been great," he said. "They understand we're all in this together. It's a tough situation and every-

one is doing the best they can."

Still, he said the excessive screen time being forced on four year olds in his pre-k classroom is developmentally inappropriate and cruel. They have trouble focusing and staying on task — and he worries it will squash their love for learning. Ideally, he would like to see CPS reduce the amount of screen time to 30 minutes, an hour tops.

He also worries about teachers and staff like himself, who have their own children at home while they are working. "CPS has done nothing to address the difficulties facing working parents," he said. "I'm very concerned about the mental health, as well as the physical health, of our staff and students."



MICHELLE GUNDERSON
Kindergarten teacher
Nettelhorst Elementary

Don't send us back

Vaughn High School parents, teachers say remote learning can work for students with disabilities — and keep students safe

BY CTU COMMUNICATIONS

Catherine Henchek's son has epilepsy, and a fever lowers his seizure threshold. So Catherine was shocked when she heard that the mayor wants special ed students like her son and pre-K children to be the first ones to return to in-person school.

"Obviously, CPS is not saying it's safe to go back to school," she told the unelected CPS Board members at their October meeting. "If it were safe, we'd be sending general ed students back, too."

Henchek and other Vaughn parents, as well as the school's teachers, want the district to stick with remote learning until COVID-19 is under control. But the mayor and CPS are pushing for in-person school in January for our most vulnerable students.

"CPS wants to send special education students back because they are engaging less with remote learning than other students," Hecheck said. "I get that, but shouldn't the solution be to find ways to get them to engage better and help those parents that need it, not send them all back in during a worsening pandemic?"

Student engagement up

The Union is asking the same question. At Vaughn, student engagement is up from

where it was last year and attendance is at pre-pandemic levels. So, why risk coronavirus exposure for the school's 234 students, many of whom are medically fragile?

In March, Vaughn experienced CPS' first known case of coronavirus. That case prompted the district to shut the school down two weeks before Gov. J.B. Pritzker closed the rest of the state's schools. The first months of remote learning in the spring were rough, but the training and hard work of teachers and parents has dramatically improved the program this year.

Vaughn specializes in teaching life skills to help young adults with cognitive, developmental and multiple disabilities become independent. The school's culinary arts program operates a cafe staffed by students. Along with core subjects, the high school teaches students how to take public transportation, buy and pay for things and make change.

Families of incoming freshmen and upper-classmen have been praising the curriculum this year, says Vaughn Local School Council president Cindy Ok. Students are taking online cooking classes, making and selling crafts online, and participating in programs with community partners such as Wright Community College and Access Living.

Emily Hecht, CTU delegate at Vaughn, agrees that training has been key to improve-

ments in remote learning.

Teachers working overtime

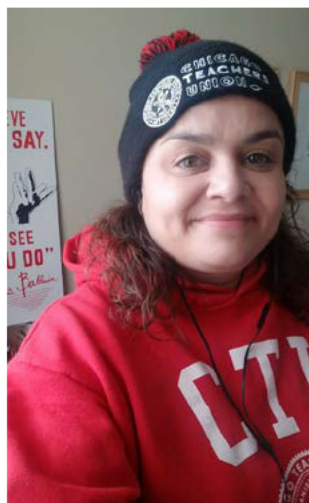
"Our teachers have been working overtime creating everything new, and our parents and students have become self learners," she said. "Our parents are real superheroes."

Routines are critical to students with disabilities. So this year's remote learning routine, while not perfect, is helping students stay on track, Hecht said. Forcing students back to in-person school would disrupt the effective routines that parents and teachers have worked so hard to establish.

Henchek agrees. She told the CPS board that teachers and staff have made considerable progress in improving online learning from where it was in the spring and summer.

"Students are having lessons taught in real time by their subject teachers. They have developed a routine. They are engaged. They are learning," she said. "No, it's not the same as in-person learning before the pandemic. But the in-person learning that we would go back to won't be the same either."

While Hecht thinks students are more engaged in remote learning this year, she wants CPS to accept educators' recommendations for improvement. The day is too long for students, and teachers need a lot more planning time.



LORI TORRES
World language teacher
Monroe Elementary

Like many teachers, Michelle Gunderson was overwhelmed when she started back to school this fall. "As a first grade teacher, I felt the amount of screen time children were required to attend was inappropriate and that I was given no support or materials to make it work," she said. "Twelve weeks later, I feel that we have all had to make do with so little."


"The success of the online teaching and learning I have experienced during the first quarter had nothing to do with the latest app that came down the line, or the newest gadget that I bought," she said. "It happened when I remembered who I was as a teacher and why I became a teacher 34 years ago."

Maria Montessori's maxim "follow the child" has guided Gunderson's work remotely, just as it does in a physical classroom. "We play games together, use our math materials to learn, read books that we love, and take care of our relationships," she said. "We stay away from rote worksheet-based learning and canned programmed curricula. But in the end, what makes it work is administrators and the district staying out of our way and letting us just teach."

"The fact that CPS seems to think that transferring an in-person schedule to online learning is crazy," Monroe Elementary teacher Lori Torres said. "I am challenged to focus on my students and support my own children's learning when they struggle and need support."

One solution, she said, would be to create consistent schedules for grade bands. For example, eight to noon for younger grades, 10 to noon for middle schoolers, and so on. Families also need a universal lunch break and teachers need a day to plan, grade, give feedback, and have office hours.

Older siblings may be the caregivers to their siblings during the day. A revised schedule would help them support their younger siblings and let parents focus on one age group at a time, she said. It also could relieve broadband bottlenecks that make connecting remotely a challenge in some households and communities.


She also sees the need for more counselors and social workers to help students struggling with isolation. "I'm not sure teachers are able to catch the signs as well as we would in person," she said. "But parents are seeing it and they need some assurance that the school can help." 



Jacqueline Vaughn Occupational High School

Still, she says, the school community is doing a great job, making the best of a difficult situation.

"Everyone is doing an amazing job," she said. "We just need to hang in there

and keep communicating with each other." And we need to continue to push CPS to make the modifications to remote learning that students and educators need." 

California dreaming

If only CPS officials would follow the example of their counterparts in Los Angeles, we might have a Hollywood ending, too

BY JACKSON POTTER

Unlike CPS' refusal to bargain with the CTU over remote learning or return to in-person school, our Union sisters and brothers in Los Angeles have been properly engaged by their school management. Maybe it's because Los Angeles has an elected school board. Or, maybe, officials there realize you cannot run a school system without the workers.

Either way, I'm dreaming of California as our Union fights to ensure safety and equity for our members and students during the COVID crisis.

A product of actual negotiation, Los Angeles' remote learning plan makes a lot more sense than the plan imposed on CPS educators. United Teachers Los Angeles (UTLA) also reached an agreement on a package of safety protocols to pave the way for some in-person teaching.

Reasonable day

For example, their virtual day goes from a more reasonable 9 a.m. to 2:15 p.m. It also gives educators and schools the autonomy to determine what ratio of online and offline time is developmentally appropriate.

UTLA members also get a one-time pandemic supply fund provision. The fund has minimal restrictions, while CPS restrictions are insane. The amount also is double what CTU members normally receive per our contract to prepare for remote learning. Lastly, the UTLA and the district regularly tweak the agreement to respond to new developments and concerns.

CPS insisted all through the fall that it would not bargain with CTU over a return to in-person school. Meanwhile, UTLA reached an agreement in October that covers adult education, in-person assessments and in-person tutoring. All are programs the union agrees require some in-person work. The agreement covers critical areas CPS refused to even address.

For example, participation by educators is voluntary. The agreement mandates six feet social distancing and daily sanitation of work spaces. CPS forced clerks, tech coordinators and other staff back to unsafe buildings in August. It wants to force pre-k and special ed teachers back to those same buildings beginning in early January — a date CPS has had to push back once already from November as the virus surges. CPS continues to refuse to bargain safety protocols.

Testing and tracing

All participating UTLA members and students must be tested and cleared

before coming to school. Walk-up, on-site, COVID testing is also provided, with UTLA nurses participating on a voluntary basis. UTLA also has worked out a system for contact tracing of students and staff. CPS' reopening "plan" does not require testing and potential contact tracing will be woefully insufficient.

The UTLA agreement sets the conditions and metrics for an eventual physical return to school without setting an actual date to reopen. That's similar to what New York City enacted. As we approach the second quarter of school, CTU members still have no idea what metrics will be used to reopen buildings here.

The Los Angeles agreement requires PPE, including face masks, shields (upon request), hand sanitizer and hand washing, and one-use supplies such as pencils. CPS claims it will provide proper safety equipment but has refused to sign a written agreement to that effect.


Get it in writing

The need to have safety protocols in writing — and not just in a press release — became even more apparent to me when I helped administer the PSAT at my school in September, an act of solidarity with colleagues who CPS required to work on-site. I also wanted to assess the conditions inside our schools.

Needless to say, there were problems. The test required the classroom door to be closed. No windows were open. This small detail is just one of hundreds of decision points that would need to be adjusted for school practices to reflect the best advice of public health experts.

Other questions arose. Do you let a student eat or drink in their classroom? Do you actually measure the six feet distance between desks rather than wing it? Do you sanitize your hands after handing out supplies to students? How and when do the students sanitize their hands?

The questions are numerous and the countless issues teachers and students have to navigate require a negotiated agreement with our Union. Anything less would make a return to in-person school unworkable, even if transmission rates decrease to acceptable levels.

Maybe, if we had an elected school board or, at a minimum, a willing partner on the other side of the table, we could have a Hollywood ending to our current fight with CPS. But with the mayor calling the shots, I'm not holding my breath. 

Jackson Potter is a social studies teacher at Back of the Yards College Prep High School.

CHICAGO TEACHERS UNION
COMBINED FINANCIAL REPORT
JUNE 30, 2019 AND 2018

CHICAGO TEACHERS UNION

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INDEPENDENT AUDITOR'S REPORT

Chicago Teachers Union
Chicago, Illinois

Report on the Financial Statements

We have audited the accompanying combined financial statements of Chicago Teachers Union, which comprise the combined statements of financial position as of June 30, 2019 and 2018, and the related combined statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the combined financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these combined financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the combined financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the combined financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the combined financial position of Chicago Teachers Union as of June 30, 2019 and 2018, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

MEMBERS: AMERICAN INSTITUTE OF CPAs • ILLINOIS CPA SOCIETY
AN INDEPENDENT MEMBER OF THE BDO ALLIANCE USA



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Other Matter

As described in Note 1 to the financial statements, Chicago Teachers Union adopted the provisions of Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities* during the year ended June 30, 2019. Our opinion is not modified in respect to this matter.

Consolidated Financial Statements of Chicago Teachers Union

We have also audited, in accordance with auditing standards generally accepted in the United States of America, the consolidated financial statements of Chicago Teachers Union, which comprise the consolidated statement of financial position as of June 30, 2019 and 2018 and the related consolidated statements of activities, functional expenses and cash flows for the year then ended (none of which are presented herein), and we expressed an unmodified opinion on those financial statements. Such consolidated financial statements are the general purpose financial statements of Chicago Teachers Union, and the combined financial statements of Chicago Teachers Union presented herein are not a valid substitute for those consolidated financial statements.

Bansley and Kiener, L.L.P.
Certified Public Accountants

September 9, 2020

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CHICAGO TEACHERS UNION
COMBINED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2019 AND 2018

ASSETS	2019	2018
CURRENT ASSETS		
Cash and cash equivalents	\$ 5,346,427	\$ 3,318,179
Certificates of deposit	125,594	125,594
Receivables		
Due from Foundations	3,284,169	2,656,274
Due from affiliates	927,970	884,703
Other receivables	977,910	907,433
Prepaid expenses and other current assets	142,554	157,239
Total current assets	10,804,624	8,049,422
ACCRUED RENTAL REVENUE	81,975	101,639
DEFERRED LEASING COSTS, net	66,582	96,174
PROPERTY AND EQUIPMENT, net	4,322,318	5,409,900
Total	\$15,275,499	\$13,657,135
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Current maturities of capital lease obligations	\$ 101,109	\$ 90,344
Accounts payable	4,658,475	2,042,298
Accrued expenses	3,484,167	5,467,356
Total current liabilities	8,243,751	7,599,998
LONG-TERM LIABILITIES		
Capital lease obligations, less current maturities	138,263	233,297
Note payable - Foundation	4,708,369	5,021,213
Deferred rent	1,352,668	1,756,831
	6,199,300	7,011,341
NET ASSETS (DEFICIENCY)		
Net assets without donor restrictions	360,166	(1,195,435)
Net assets with donor restrictions	472,282	241,231
Total net assets (deficiency)	832,448	(954,204)
Total	\$15,275,499	\$13,657,135

The accompanying notes are an integral part of the combined financial statements.

CHICAGO TEACHERS UNION
COMBINED STATEMENTS OF ACTIVITIES
YEARS ENDED JUNE 30, 2019 AND 2018

	2019			2018		
	Net assets without donor restrictions	Net assets with donor restrictions	Total	Net assets without donor restrictions	Net assets with donor restrictions	Total
Net assets without donor restrictions						
Support and revenue						
Dues and fees	\$25,322,335	\$ -	\$25,322,335	\$24,574,480	\$ -	\$24,574,480
IFT organizational and other assistance	2,686,003	492,725	3,178,728	2,613,574	460,251	3,073,825
AFT reimbursement and special assistance	519,881	-	519,881	267,896	-	267,896
Contributions	-	630,465	630,465	-	337,747	337,747
Rent	379,050	-	379,050	378,249	-	378,249
Interest	1,001	-	1,001	2,320	-	2,320
Other	19,022	(396)	18,626	16,243	(19,812)	(3,569)
	<u>28,927,292</u>	<u>1,122,794</u>	<u>30,050,086</u>	<u>27,852,762</u>	<u>778,186</u>	<u>28,630,948</u>
Net assets released from restrictions	891,743	(891,743)	-	1,132,671	(1,132,671)	-
Total support and revenue	<u>29,819,035</u>	<u>231,051</u>	<u>30,050,086</u>	<u>28,985,433</u>	<u>(354,485)</u>	<u>28,630,948</u>
Expenses						
Collective bargaining and member services	5,839,691	-	5,839,691	6,773,593	-	6,773,593
Unallocated payments to affiliates	13,557,550	-	13,557,550	13,384,652	-	13,384,652
Member development	2,084,432	-	2,084,432	2,872,250	-	2,872,250
Management and general activities	5,890,018	-	5,890,018	7,140,947	-	7,140,947
Political action committee	889,743	-	889,743	1,132,671	-	1,132,671
RAPP	2,000	-	2,000	-	-	-
Total expenses	<u>28,263,434</u>	<u>-</u>	<u>28,263,434</u>	<u>31,304,113</u>	<u>-</u>	<u>31,304,113</u>
Increase (decrease) in net assets	1,555,601	231,051	1,786,652	(2,318,680)	(354,485)	(2,673,165)
Net assets (deficiency) beginning of year	(1,195,435)	241,231	(954,204)	1,115,178	595,716	1,710,894
Net assets transferred in merger	-	-	-	8,067	-	8,067
Net assets (deficiency) end of year	<u>\$ 360,166</u>	<u>\$ 472,282</u>	<u>\$ 832,448</u>	<u>\$ (1,195,435)</u>	<u>\$ 241,231</u>	<u>\$ (954,204)</u>

The accompanying notes are an integral part of the combined financial statements.

CHICAGO TEACHERS UNION
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2019

Program Services	Supporting Services						Totals
	Unallocated Payments to Affiliates	Member Development	Management and General Activities	Political Action Committee	RAPP		
Affiliations	\$ -	\$13,557,550	\$ -	\$ -	\$ -	\$ -	\$13,557,550
Salaries	2,539,437	-	1,003,496	2,125,755	-	-	5,668,688
Employee benefits	665,917	-	289,232	621,936	-	-	1,577,085
Payroll taxes	210,913	-	77,547	162,801	-	-	451,261
Travel and staff expense	260,609	-	55,563	44,070	-	-	360,242
Collective bargaining	160,600	-	63,980	-	-	-	224,580
Meetings	291,641	-	85,655	28,984	-	-	406,280
Defense	733,805	-	-	-	-	-	733,805
Professional fees	-	-	-	1,049,047	-	-	1,049,047
Publications	130,340	-	5,600	14,097	-	-	150,037
Death benefits	-	-	13,000	-	-	-	13,000
Political Action Committee	-	-	-	-	889,743	-	889,743
All other	12,468	-	166,961	611,248	-	2,000	792,677
Conventions and conferences	-	-	-	136,025	-	-	136,025
Executive board	-	-	-	30,979	-	-	30,979
Election expenses	-	-	-	280,609	-	-	280,609
Rent and utilities	303,361	-	117,639	243,766	-	-	664,766
Telephone	22,937	-	8,895	18,431	-	-	50,263
Office supplies and expense	150,164	-	58,231	120,664	-	-	329,059
Insurance	44,027	-	17,073	35,377	-	-	96,477
Depreciation and amortization	313,472	-	121,560	251,892	-	-	686,924
Interest expense	-	-	-	114,337	-	-	114,337
	<u>\$ 5,839,691</u>	<u>\$13,557,550</u>	<u>\$ 2,084,432</u>	<u>\$ 5,890,018</u>	<u>\$ 889,743</u>	<u>\$ 2,000</u>	<u>\$28,263,434</u>
	21%	48%	7%	21%	3%	0%	100%

The accompanying notes are an integral part of the combined financial statements.

CHICAGO TEACHERS UNION
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2018

Program Services	Supporting Services					Totals
	Unallocated Payments to Affiliates	Member Development	Management and General Activities	Political Action Committee		
Affiliations	\$ -	\$13,384,652	\$ -	\$ -	\$ -	\$13,384,652
Salaries	2,491,175	-	1,197,105	2,713,887	-	6,402,167
Employee benefits	629,884	-	283,204	818,850	-	1,731,938
Payroll taxes	163,994	-	70,754	275,469	-	510,217
Travel and staff expense	254,297	-	64,444	62,905	-	381,646
Collective bargaining	65,749	-	288,626	-	-	354,375
Meetings	224,527	-	60,802	-	-	285,329
Defense	892,053	-	-	-	-	892,053
Professional fees	-	-	-	704,081	-	704,081
Publications	232,771	-	-	32,147	-	264,918
Death benefits	-	-	15,500	-	-	15,500
Political Action Committee	-	-	-	-	1,132,671	1,132,671
All other	43,870	-	81,506	242,421	-	367,797
Conventions and conferences	-	-	-	71,375	-	71,375
Executive board	-	-	-	50,176	-	50,176
Election expenses	-	-	-	340	-	340
Rent and utilities	1,272,330	-	580,745	1,391,592	-	3,244,667
Telephone	18,651	-	8,513	20,400	-	47,564
Office supplies and expense	156,452	-	71,411	171,116	-	398,979
Insurance	35,812	-	16,346	39,170	-	91,328
Depreciation and amortization	292,028	-	133,294	319,402	-	744,724
Interest expense	-	-	-	227,616	-	227,616
	<u>\$ 6,773,593</u>	<u>\$13,384,652</u>	<u>\$ 2,872,250</u>	<u>\$ 7,140,947</u>	<u>\$ 1,132,671</u>	<u>\$31,304,113</u>
	22%	43%	9%	23%	4%	100%

The accompanying notes are an integral part of the combined financial statements.

CHICAGO TEACHERS UNION
COMBINED STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2019 AND 2018

	2019	2018
Cash flows from operating activities:		
Increase (decrease) in net assets	\$ 1,786,652	\$(2,673,165)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by (used in) operating activities:		
Depreciation and amortization	686,924	744,724
Deferred rent	(404,163)	30,687
Amortization of deferred leasing costs	-	29,592
Interest accrued on note payable	100,561	208,248
Changes in assets and liabilities:		
(Increase) decrease in:		
Due from Foundations	(627,895)	(1,060,540)
Due from affiliates	(43,267)	(302,572)
Other receivables	(70,477)	(302,884)
Prepaid expenses and other current assets	14,685	42,863
Accrued rental revenue	19,664	(101,639)
Increase (decrease) in:		
Accounts payable	2,616,177	(583,960)
Accrued expenses	(1,983,189)	803,382
Total adjustments	338,612	(492,099)
Net cash provided by (used in) operating activities	<u>2,125,264</u>	<u>(3,165,264)</u>
Cash flows from investing activities:		
Purchase of property and equipment	(12,747)	(391,616)
Purchase of certificates of deposit	-	(325)
Proceeds from maturities of certificates of deposit	-	109,527
Net cash used in investing activities	<u>(12,747)</u>	<u>(282,414)</u>
Cash flows from financing activities:		
Reduction of capital lease obligations	(84,269)	(102,261)
Net cash used in financing activities	<u>(84,269)</u>	<u>(102,261)</u>
Assets transferred in merger	-	8,067
Net increase (decrease) in cash and cash equivalents	<u>2,028,248</u>	<u>(3,541,872)</u>
Cash and cash equivalents		
Beginning of year	<u>3,318,179</u>	<u>6,860,051</u>
End of year	<u>\$ 5,346,427</u>	<u>\$ 3,318,179</u>
Supplemental disclosures of cash flow information		
Cash payment for:		
Interest	\$ 13,677	\$ 19,281
Non-cash investing and financing activities:		
Reduction in note payable and leasehold improvements due to revised estimate of construction costs	\$ 413,406	\$ -

The accompanying notes are an integral part of the combined financial statements.

(Continued on next page)

CHICAGO TEACHERS UNION
NOTES TO COMBINED FINANCIAL STATEMENTS

Note 1 – Nature of Activities and Significant Accounting Policies

Nature of Activities

The Chicago Teachers Union (“Union”) is an organization whose objective is to improve the status of teachers, educational workers and other workers in the City of Chicago.

The Chicago Teachers Union Political Action Committee (PAC) was organized on January 4, 1975. The PAC is comprised of the officers and a trustee of the Union. Contributions to the PAC are voluntary from Union members.

The Chicagoans United for Economic Security Political Action Committee (CUES) was organized on February 5, 2014 and terminated effective January 29, 2019. CUES is also comprised of the officers and a trustee of the Union.

Chicago Teachers Union Local 1 PAC (CTU Local 1 PAC) was organized on February 14, 2018. CTU Local 1 PAC is also comprised of the officers and a trustee of the Union.

Principles of Combination

The combined financial statements include the accounts of the Union, the PAC, CUES and CTU Local 1 PAC after elimination of all significant interfund balances and transactions.

The Union is affiliated with the Chicago Teachers Union Foundation, Inc. (Foundation) which is not combined herein. During 2017, the Union relocated its offices from the Merchandise Mart to the building owned by the Foundation (See Note 4). Management evaluated its present relationship with the Foundation and determined both control and an economic interest exist. Consequently, the Union prepared separate general purpose financial statements as of and for the years ended June 30, 2019 and 2018 consolidating the activities of the Foundation.

The Union has a controlling financial interest in the Children and Teachers Foundation of Chicago Teachers Union (Children and Teachers Foundation). The Union has elected not to combine this entity in the combined financial statements; however, it is included in the general purpose financial statements of the Union.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Union considers all cash accounts, which are not subject to withdrawal restrictions or penalties, and all money market funds to be cash equivalents.

CHICAGO TEACHERS UNION
NOTES TO COMBINED FINANCIAL STATEMENTS

Note 1 – Nature of Activities and Significant Accounting Policies (Continued)

Property and Depreciation

Depreciation of property and equipment is computed principally on the straight-line method over the following estimated useful lives:

	Years
Office equipment	5-7
Leasehold improvements	5-15

Maintenance and repairs of property and equipment are charged to operations and major improvements are capitalized. When assets (including equipment under capital lease) are sold, retired or otherwise disposed of, the cost and accumulated depreciation are removed from the accounts and any resulting gain or loss is included in the change in net assets.

Restricted and Unrestricted Revenue and Support

Net assets and revenues, and gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the Union and changes therein are classified as follows:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Union. The Union’s Executive Board may designate assets without restrictions for specific operational purposes from time to time.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

Deferred Leasing Costs and Tenant Improvements

Leasing commissions, other leasing costs, and tenant improvements directly attributable to the tenant sublease are capitalized as deferred leasing costs or leasehold improvements and are amortized or depreciated over the term of the sublease agreement.

Rental Revenue

The Union records rental revenue on a straight-line basis for “free rent” and for minimum rental revenue increases scheduled over the lease term as required by accounting principles generally accepted in the United States of America. The difference between rental revenue earned on a straight-line basis and the cash rent due under provisions of the lease agreement is recorded as accrued rent revenue on the accompanying statement of financial position.

Death Benefits

The Union provides a discretionary death benefit for beneficiaries of individuals who are Union members at the time of death. The benefit is a one-time payment ranging from \$300 to \$1,000 based on the individual’s length of membership. The Union’s policy is to expense these benefits as they are incurred. Death benefit expense for the years ended June 30, 2019 and 2018 was \$13,000 and \$15,500, respectively.

CHICAGO TEACHERS UNION
NOTES TO COMBINED FINANCIAL STATEMENTS

Note 1 – Nature of Activities and Significant Accounting Policies (Continued)

Income Tax Status

The Union is exempt from federal income taxes under Section 501(c)(5) of the Internal Revenue Code. The PAC, CUES and CTU Local 1 PAC, as political organizations under Section 527 of the Internal Revenue Code, are exempt from income taxes with the exception of their net investment income. No provision for income taxes was required for 2019 or 2018. The Union’s and political organizations’ tax filings for the prior three years are subject to review by the Internal Revenue Service, generally for three years after the returns have been filed.

Functional Expenses

Expenses are categorized based upon their functional classifications on the statements of activities. The statements of functional expenses present the natural classification of expenses by function. Certain expenses are allocated among program and supporting services benefitted. Expenses attributable to both program services and supporting services are allocated on a reasonable basis that is consistently applied. Certain expenditures are allocated based upon direct expenditures incurred, while others are allocated based upon estimated time and effort.

Reclassifications

Certain reclassifications have been made in the prior year financial statements to conform to the current year presentation. The reclassifications had no impact on previously reported net assets.

Evaluation of Subsequent Events

Management has evaluated subsequent events through September 9, 2020, the date the financial statements were available to be issued.

New Accounting Pronouncement

On August 18, 2016, the FASB issued ASU 2016-14, *Not-for-Profit Entities (Topic 958) - Presentation of Financial Statements of Not-for-Profit Entities* (ASU 2016-14). The Union has adjusted the presentation of its financial statements accordingly, applying the changes retrospectively to the comparative period presented. The new standards changed the following aspects of the Union’s financial statements:

- The temporarily restricted and permanently restricted net assets classes have been combined into a single net asset class renamed net assets with donor restrictions.
- The unrestricted net asset class has been renamed net assets without donor restrictions.
- The addition of a statement of functional expenses for each year presented.
- The financial statements include a new disclosure about liquidity and availability of resources (Note 11).

CHICAGO TEACHERS UNION
NOTES TO COMBINED FINANCIAL STATEMENTS

Note 1 – Nature of Activities and Significant Accounting Policies (Continued)

New Accounting Pronouncement (Continued)

The changes have the following effect on net assets at June 30, 2018.

Net Asset Class	As Originally Presented	After Adoption of ASU 2016-14
Unrestricted net assets (deficiency)	\$(1,195,435)	\$ -
Temporarily restricted net assets	239,231	-
Permanently restricted net assets	2,000	-
Net assets (deficiency) without donor restrictions	-	(1,195,435)
Net assets with donor restrictions	-	241,231
Total net assets (deficiency)	<u>\$ (954,204)</u>	<u>\$ (954,204)</u>

Note 2 – Property and Equipment

Property and equipment at June 30, 2019 and 2018 consist of the following:

	2019	2018
Office equipment	\$2,052,858	\$2,040,111
Office equipment held under capital lease	551,116	551,116
Leasehold improvements	<u>3,805,586</u>	<u>4,218,991</u>
	6,409,560	6,810,218
Less accumulated depreciation and amortization	<u>2,087,242</u>	<u>1,400,318</u>
	<u>\$4,322,318</u>	<u>\$5,409,900</u>

Note 3 – Cash and Certificates of Deposit Concentration

The Union maintains cash balances and certificates of deposit at several banks. Accounts at these institutions may from time to time exceed amounts insured by the Federal Deposit Insurance Corporation.

Note 4 – Due from Foundations

The Union is affiliated with the Children and Teachers Foundation. Beginning in 2019, major transactions with the Children and Teachers Foundation include payment by the Union of salary, taxes and benefits on behalf of the Children and Teachers Foundation. These expenses amounted to \$168,239 for the year ended June 30, 2019. The Union also advanced \$50,000 to the Children and Teachers Foundation to fund the Children and Teachers Foundation’s operations during 2019. The total amount due from the Children and Teachers Foundation at June 30, 2019 is \$218,239.

CHICAGO TEACHERS UNION
NOTES TO COMBINED FINANCIAL STATEMENTS

Note 4 – Due from Foundations (Continued)

A summary of the Children and Teachers Foundation's statement of financial position as of June 30, 2019 and 2018 is as follows:

	2019	2018
Assets		
Cash and cash equivalents	\$ 73,127	\$17,149
Other	-	100
Total	<u>\$ 73,127</u>	<u>\$17,249</u>
Liabilities and Net Assets		
Accounts payable and accrued expenses	\$ 48,396	\$ 8,510
Due to CTU	218,239	-
Other	<u>152,825</u>	-
	419,460	8,510
Net assets (deficiency)	<u>(346,333)</u>	<u>8,739</u>
Total	<u>\$ 73,127</u>	<u>\$17,249</u>

The Union is also affiliated with the Chicago Teachers Union Foundation, Inc. (Foundation). Major transactions with the Foundation include payment by the Union of salary, taxes and benefits on behalf of the Foundation. Also, during the year ended June 30, 2019, rent to be paid by the Union to the Foundation was offset against the receivable. The amount due from the Foundation at June 30, 2019 and 2018 is \$3,065,930 and \$2,656,374, respectively.

The Union also leases its office space from the Foundation (See Note 5).

A summary of the Foundation's statement of financial position as of June 30, 2019 and 2018 is as follows:

	2019	2018
Assets		
Cash and investments	\$10,911,250	\$13,507,868
Property and equipment - net	32,960,967	32,570,446
Note receivable - CTU	4,708,369	5,021,213
Other assets	<u>1,694,667</u>	<u>1,290,935</u>
Total	<u>\$50,275,253</u>	<u>\$52,390,462</u>
Liabilities and Net Assets		
Accounts payable and accrued expenses	\$ 813,558	\$ 1,025,870
Deferred grant and rental income	700	50,000
Due to CTU	<u>3,065,930</u>	<u>2,656,374</u>
	3,880,188	3,732,244
Net assets	<u>46,395,065</u>	<u>48,658,218</u>
Total	<u>\$50,275,253</u>	<u>\$52,390,462</u>

CHICAGO TEACHERS UNION
NOTES TO COMBINED FINANCIAL STATEMENTS

Note 5 – Leases

Operating Lease with the Merchandise Mart

The Union has a lease agreement for office space which expires on October 31, 2021. The agreement provides that the lessee pay its proportionate share of the operating costs plus a base rental amount. As an inducement, the lessor agreed to provide the Union allowances to be used for leasehold improvements and monthly rental payments as detailed in the lease agreement. In conformity with accounting requirements, the Union is recognizing the deferred rent credit over the lease term.

During 2015, Union management decided to relocate its offices to the building owned by the Foundation. Negotiations for a buyout of this lease with the lessor and efforts to sublease this former office space were not finalized until July 2019.

During the buyout negotiations, the lessor was cooperative in attracting new tenants to mitigate any potential losses. However, the Union incurred losses on the lease for its former office space after its relocation. The amount of loss is the amount by which costs to be incurred exceed the amounts reasonably expected to be received from any subleases. These amounts are adjusted annually for amounts paid while the property is vacant. The Union recorded an expense and a liability related to the projected shortfall between the rent obligation under the lease and the rental income to be received over the term of the sublease (as discussed below). During 2017, the Union recorded a loss of \$3,042,000. During 2018, the Union recorded an additional loss totaling \$705,000 based upon the revised projected shortfall at June 30, 2018. During 2019, the Union agreed to pay the lessor a termination fee of \$678,000 and agreed to a reduced rent schedule based upon a reduction in the rentable space from 41,598 square feet to 24,022 square feet.

The revised minimum future rental payments under the non-cancelable operating lease which has a remaining term in excess of one year as of June 30, 2019, for each of the next three years are as follows:

Year Ending June 30,	Amount
2020	\$ 872,166
2021	901,950
2022	<u>303,114</u>
Total minimum future rental payments	<u>\$2,077,230</u>

Consequently, the Union recorded a \$1,900,000 reduction in the accrued loss in 2019 as a result of the favorable outcome from the buyout negotiations. The amount of loss included in accrued expenses at June 30, 2019 and 2018 was \$1,847,000 and \$3,747,000, respectively.

Rent expense under this operating lease was \$1,612,801 in 2019 and \$1,297,975 in 2018.

On July 18, 2017, a portion of the leased space in the Merchandise Mart was subleased. Amounts expected to be received from this sublease reduce the accrued loss on the operating lease as described above. The sublease provides for noncancelable terms for four years and three months at lease inception. Rents are scheduled to increase \$0.75 per square foot on each anniversary of the lease commencement date. The lease also provides for the abatement of monthly rents for the first three months during the first year of the lease. The Union recognizes such rental revenue earned on a straight-line basis. The difference between rental revenue earned and the cash rent due under the provision of the lease agreement is recorded as accrued rent revenue on the accompanying statement of financial position.

CHICAGO TEACHERS UNION
NOTES TO COMBINED FINANCIAL STATEMENTS

Note 5 – Leases (Continued)

Operating Lease with the Merchandise Mart (Continued)

Minimum future rentals under this lease are as follows:

Year ending June 30	Amount
2020	\$397,265
2021	407,327
2022	<u>104,348</u>
Total	<u>\$908,940</u>

Rental income under this operating lease was \$367,539 in each of the years ending June 30, 2019 and 2018.

Operating Lease with the Foundation

On December 1, 2016, a portion of the building owned by the Foundation was leased to the Union. The lease provides for noncancelable terms for 15 years at lease inception. Rents are scheduled to increase every five years by a fixed rate of 2.5% compounded annually. The lease also provides for the abatement of monthly rents for the first three months during each of the first five years of the lease. The Union is recognizing office rent expense on a straight-line basis over the lease term.

Minimum future rentals under this lease are as follows:

Year ending June 30	Amount
2020	\$ 700,489
2021	700,489
2022	1,004,742
2023	1,055,283
2024	1,055,283
Thereafter	<u>8,512,875</u>
Total	<u>\$13,029,161</u>

Rent expense under this operating lease was \$1,467,564 in 2019 and \$1,208,931 in 2018.

As an additional lease incentive, the Foundation agreed to provide the Union with an improvement allowance of \$3,561,300 towards the costs and expenses incurred by the Foundation in the design and construction of the Union premises including the purchase of the Union's furniture and fixtures; however, the cost exceeded the allowance by \$4,293,650. The Foundation agreed to provide the Union with financing necessary to repay the cost exceeding the allowance. A promissory note was entered into, with an interest rate of 3.75% per annum, payable monthly, with the principal amortized over 30 years, but subject to a balloon payment of all unpaid principal and accrued interest on the fifth anniversary of the note, presently January 1, 2022. Scheduled repayments of the note have not commenced as of June 30, 2019. The note is secured by the Union's assets, including furniture, fixtures, equipment and other personal property. As of June 30, 2019 and 2018, the balance of the note, including accrued interest was \$4,708,369 and \$5,021,213, respectively.

CHICAGO TEACHERS UNION
NOTES TO COMBINED FINANCIAL STATEMENTS

Note 5 – Leases (Continued)

Operating Lease with the Foundation (Continued)

At June 30, 2018, the design and construction costs in excess of the improvement allowance were determined based on estimates of the Union's share of the original schematic design, change orders and other fees totaling \$4,707,056. During 2019, the Foundation revised these estimates and reallocated \$413,406 of construction costs to the Foundation's fixed assets and reduced the promissory note balance by the same amount.

Also, the interest rate was renegotiated and reduced from 4.5% per annum to 3.75% per annum. Adjustments made to the accounting records to account for these revisions did not have a significant effect on the Union's net assets or its change in net assets as of or for the year ended June 30, 2019.

Capital Leases

The Union leases office equipment under contracts qualifying as capital leases. Such contracts have original terms between four and six years. The contracts qualifying as capital leases each contain a bargain purchase option. Some of the leases also provide for a monthly charge for equipment maintenance which is included in the lease payment.

The capitalized leased assets included in office equipment at June 30, 2019 and 2018 are detailed as follows:

	2019	2018
Office equipment	\$551,116	\$551,116
Less: accumulated depreciation	<u>249,181</u>	<u>174,799</u>
	<u>\$301,935</u>	<u>\$376,317</u>

Minimum future rental payments under capital leases having remaining terms in excess of one year as of June 30, 2019, for each of the next three years and in the aggregate are:

Year Ending June 30,	Amount
2020	\$119,330
2021	112,104
2022	<u>41,599</u>
Total minimum lease payments	273,033
Less amount representing maintenance	17,965
Less amount representing interest	<u>15,696</u>
Present value of net minimum capital lease payments	239,372
Less current portion of obligations under capital leases	<u>101,109</u>
Obligations under capital leases, excluding current portion	<u>\$138,263</u>

(Continued on next page)

CHICAGO TEACHERS UNION				16
NOTES TO COMBINED FINANCIAL STATEMENTS				
Note 6 – Pension Plans				
The Union contributes to various defined contribution pension plans that cover substantially all of the Union's employees. Contribution expense for the years ended June 30, 2019 and 2018, amounted to \$857,578 and \$966,447, respectively, and is based on a percentage of each participating employee's salary.				
Note 7 – Affiliations				
The Union is affiliated with the American Federation of Teachers ("AFT") and the Illinois Federation of Teachers ("IFT"). Major transactions with these affiliates include receipt of organizational assistance funds and COPE reimbursements from IFT, and special assistance and legal fee reimbursements from AFT. The Union is also required to pay fees to both IFT and AFT based on the number of Union members. The amounts due from affiliates at June 30, 2019 and 2018 are \$927,970 and \$884,703, respectively.				
Note 8 – Net Assets with Donor Restrictions				
A summary of net assets with donor restrictions and net assets released from restriction for the years ended June 30, 2019 and 2018 follows:				
RAPP Memorial Political action committees	2019			
	Beginning Balance	Additions	Net Assets Released	Ending Balance
	\$ 2,000	\$ -	\$ 2,000	\$ -
	239,231	1,122,794	889,743	472,282
	\$241,231	\$1,122,794	\$891,743	\$472,282
RAPP Memorial Political action committees	2018			
	Beginning Balance	Additions	Net Assets Released	Ending Balance
	\$ 2,000	\$ -	\$ -	\$ 2,000
	593,716	778,186	1,132,671	239,231
	\$595,716	\$778,186	\$1,132,671	\$241,231
Net assets are released from donor restrictions when the Union incurs expenses satisfying the restricted purposes, or by occurrence of other events specified by the donors.				
Following is a summary of net assets with donor restrictions:				
RAPP Memorial	– Earnings on the fund may be used to benefit the deaf and hard of hearing children attending the Chicago public schools.			
Political action committees	– committees support candidates in state and local governmental elections.			

CHICAGO TEACHERS UNION				17
NOTES TO COMBINED FINANCIAL STATEMENTS				
Note 9 – Contingencies				
The Union is currently involved in various litigations and disputes, the ultimate dispositions of which the Union believes will not have a material effect upon the Union's financial position.				
Note 10 – Merger of Alliance Charter Teachers and Staff Local 4343				
On March 1, 2018, the members of the Chicago Alliance of Charter Teachers and Staff Local 4343 (Local 4343) merged with the Union. Local 4343 transferred net assets totaling \$8,067 to the Union. The merger of Local 4343 had no significant effect on the Union's operating activities.				
Note 11 – Liquidity				
The Union's financial assets available within one year of the balance sheet date for general expenditure are as follows:				
	2019	2018		
Cash and cash equivalents	\$ 5,346,427	\$3,318,179		
Certificates of deposit	125,594	125,594		
Due from Foundations	3,284,169	2,656,274		
Due from affiliates	927,970	884,703		
Other receivables	931,245	907,433		
	\$10,615,405	\$7,892,183		
Less assets not available for general expenditure - Purpose restricted	472,282	241,231		
Financial assets available to meet cash needs for general expenditures within one year	\$10,143,123	\$7,650,952		
As part of the Union's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due.				
Note 12 – Subsequent Event				
On January 30, 2020, the World Health Organization (WHO) declared the COVID-19 outbreak a "Public Health Emergency of International Concern" and on March 10, 2020, declared it to be a pandemic. Business disruption as a result of the spread of the COVID-19 coronavirus is expected to be temporary, though there is considerable uncertainty around the duration. The financial impact as a result of the spread of the COVID-19 coronavirus cannot be reasonably estimated at this time.				

House of Delegates Meeting /
Wednesday, November 4, 2020

Delegates not present: **NETWORK 1A** Brennan, Jennifer; Green, Laurie / **NETWORK 1B** Davis, Deborah; Garrity, Norma / **NETWORK 1C** Burchfield, Elizabeth; Cantu, Lisa; Dillon, Barbara; Graves, Kenneth; Wehbeh, Jenine / **NETWORK 2A** Askounis, Katherine; Gladney, Maxine; Lancaster, Elizabeth; Williams, Isaac / **NETWORK 2B** Hernandez, Wilson; Park, Kimberly; Pedersen, Christian / **NETWORK 3A** Arroyo, Judith; Martinez, Nellie; Poellinetz, Andre / **NETWORK 3B** Crowder, Sharon; Del Monico, Kathleen; Moore, Tammy; Poole, Alethea / **NETWORK 4A** Cieslik, Laura; Hungerford, Robert; Jun Suvatne, Wonju; Ryan, Phyllis; Schmidt, Kathryn; Zoldan, Sara / **NETWORK 4B** Rendleman, Hillarey; Schroeder, Zach / **NETWORK 4C** Reddicliffe, Rebecca; Sikes, Jonathan / **NETWORK 5A** Cerda, Brian; Grayer, Barbara; Greco-Serwa, Sandra; Hudson, Jessie; James, Donella; Koziol, Monica; Page, Catherine /

NETWORK 5B Bryant, Michael; Georgopoulos, Stella; Jasutis, Susan; Smith, Edie; Watson, Joyce; Williams, Lekisch / **NETWORK 6A** Anderson-Matchem, Candace; Bertoni-Mancine, Arlene; Stewart, Cailynn / **NETWORK 6B** Bruesch, Michael; Jean, Alicia; Scanlon, Heather; Taylor, Steven / **NETWORK 7A** Chino, Ervis; Fragos, Miguel; Moreno, Karin; Neuman, Robert; Perez, Carmencita; Reed, Anne; Rentz, Kathleen / **NETWORK 7B** Castaneda, Bertha; Kniff, Jennifer; Peralta, Alfredo; Zygowicz, Debra / **NETWORK 8A** Burke, Niamh; Carapia, Yesenia; Cleve, Craig; Matuska, Lisa / **NETWORK 8B** Banasiak, Sally; Gallagher, Martin; Helfman, Kevin; Saucedo, Ernestina / **NETWORK 9A** Denard, Kimberly / **NETWORK 9B** Banks, Lindsey; Horton, Kawana; MacKay, Gideon; Olson, Genni; Schnall, Jamie / **NETWORK 10A** Martinez, Teresa; O'Malley, Margaret; Toro, Theresa / **NETWORK 10B** Kelly, Laura; Linehan, Joseph; McDevitt, Julie; Zachary, Terri / **NETWORK 10C** Fuller, Nicole; Jemison, Diannia; Vinezano, Michele; Wagner, Colette / **NETWORK 11A** Miller, David;

Mitchell, Susan; Threlkeld, Selena / **NETWORK 11B** Holmes, Davina; House, Mariah; White, Larnce / **NETWORK 11C** Smith, Kimnise; Stephanos, Peter / **NETWORK 12A** Carter, Launder; Crockett, Nicole; Keys-Brickford, Samica; Pineda, Leticia; Robinson, Chaunte; Simpson, Andrea / **NETWORK 12B** Bell, Wilma; Farmer, Yvette; Johnson, Tequila; Jones, Kallie; Kidd, Tracey; Kile, Carmen; Thigpen, Sondra / **NETWORK 13A** Abioro, Elizabeth; Bobo, Jennifer; Gordon-Thompson, Latonya; Mason, James; Miller, Taniko / **NETWORK 13B** Carrethers, Loreal; Koslowski, Mary; Lee, Tyrone; Schmitt, Mary Therese / **NETWORK 14** Hesselthaler, Jennifer; Iselin, Gabriella; Islas, Raul; Kaplan, David; Lewis, Shereena; Mead, Thomas; Schmidt, Sharon; Szweczyk, Nickolas / **NETWORK 15** Banda, Stephen; Ford-France, Phyllis; Harris, Stephanie; Huirache, Jessica; Padilla, Juan; Roberson, Gerald; Thomas, Alison; Zwiazek, Carly / **NETWORK 16** Burke, Heide; Cover, Marc; Daniels, Rochelle / **NETWORK 17**; Miller, Martin; Riouse, Nicole; Sullivan, Nancy / **AUSL SOUTH** Calhoun,

M'rald; Sanders, Toya / **AUSL WEST** Kelly, Ryan; Pope, Bryan; Redmond, La'Tina; Waters, Cynthia / **CTUA1** Buffington, Brigid; Byrnes, Megan; Crooks, Andrew; Jones, Sarah; Kalisky, Jean; Loafmann, Paul; Pietruszka, David; Rouke, Bethany; Staples, Bradley / **CTUA2** Anfossi, Sabrina; Berner, Indalia; Brooks, James; Ferri, Enrico; Foley, Seamus; Holmes, Claude; Martin, Roy; Martinez, Marines; Rousakis, Nicole; Tobin, Paul; Van Herik, Andrew; Vargas, Valerie / **CITY-WIDE CAREER SERVICE** Bullocks, Latonya; Butler, Deborah; Campbell, Jacqueline; Casimir, Jacqueline; Cruz, Griselda; Davis, Barbara; Garcia, Bethsaida; Gonzalez, Maria; Hill, Delphine; Johnson, Marsha; Jordan, Sherry; Lozoya, Maria; Martinez, Nellie; Powers, Reyne; Schmidt, Kathryn; Smith, Cynthia; Trice, Jeanine / **CITY-WIDE** Ali, Jamillah; Beavers, Charles; Bell, Benna; Chistensen, William; Daniels, Theresa; Lopez, Gabriel; Manney, Germaine; Morgan, Merritt; Schecter, Jeff; Schwab, Jean; Scott, Cecelia; Stachler, Lara; Temkin, David; Vega, Hilario; White, Leandres; Zoller, Daniel

House of Delegates Meeting /
Wednesday, December 9, 2020

Delegates not present: **NETWORK 1A** Brennan, Jennifer; McNulty, Scott / **NETWORK 1B** All Present / **NETWORK 1C** Burchfield, Elizabeth; Flanagan, Nora / **NETWORK 2A** All Present / **NETWORK 2B** Bravo-Gonzalez, Mayra; Park, Kimberly; Trice, Jeanine / **NETWORK 3A** Arroyo, Judith; Cantillon, Siobhan / **NETWORK 3B** Crowder, Sharon; Del Monico, Kathleen; Montanez, Rene; Moore, Tammy / **NETWORK 4A** Hungerford, Robert; Jun Suvatne, Wonju; Zoldan, Sara / **NETWORK 4B** All Present / **NETWORK 4C** Reddicliffe, Rebecca / **NEWORK 5A** Grayer, Barbara; Greco-Serwa, Sandra; Koziol,

Monica; Oliva, Melissa; Wendorf, Lori / **NETWORK 5B** Bryant, Michael; Clark, Clinetta; Watson, Joyce; Williams, Lekisch / **NETWORK 6A** Jones, Shaleka / **NETWORK 6B** Burks, Kenyada / **NETWORK 7A** Fragozo, Miguel; Rentz, Kathleen; Vidakovic, Diana / **NETWORK 7B** Castaneda, Bertha; Peralta, Alfredo / **NETWORK 8A** Matuska, Lisa / **NETWORK 8B** Gallagher, Martin / **NETWORK 9A** Denard, Kimberly / **NETWORK 9B** Burrell, Curtis; Horton, Kawana; Jefferson, Joyce; MacKay, Gideon; Olson, Genni / **NETWORK 10A** Martinez, Teresa; O'Malley, Margaret; Strange, Brenda; Toro, Theresa / **NETWORK 10B** Sullivan, Kathleen / **NETWORK 10C** Fuller, Nicole; Jemison, Diannia; Vinezano, Michele / **NETWORK 11A**; Mitchell, Susan / **NETWORK 11B** Holmes,

Davina; House, Mariah / **NETWORK 11C** Smith, Kimnise; Smith, Patrick; Stephanos, Peter / **NETWORK 12A** Carter, Launder; Crockett, Nicole; Robinson, Chaunte; Simpson, Andrea / **NETWORK 12B** Bell, Wilma; Farmer, Yvette; Kidd, Tracey; Kile, Carmen; Thigpen, Sondra / **NETWORK 13A** Bobo, Jennifer; Gordon-Thompson, Latonya; Holmes, Deborah; Mason, James; Miller, Taniko / **NETWORK 13B** Carrethers, Loreal; King, Latia / **NETWORK 14** Shoffer, Trevor; Ward, Anne / **NETWORK 15** Banda, Stephen; Ford-France, Phyllis; Huirache, Jessica; Roberson, Gerald; Ruiz, Melanie; Thomas, Alison / **NETWORK 16** Burke, Heide; Byrnes, Christopher; Cybulski, Nicholas; Daniels, Rochelle; Kelly, Jason / **NETWORK 17** Infante, Xochitl; Riouse, Nicole; Sullivan, Nancy / **AUSL SOUTH**

Sanders, Toya / **AUSL WEST** Pope, Bryan / **CTUA1** Buffington, Brigid; Byrnes, Megan; Crooks, Andrew; Jones, Sarah; Kalisky, Jean; Loafmann, Paul; Pietruszka, David; Staples, Bradley; Thomas, Meghan; Wax Trost, Joanna / **CTUA2** Anfossi, Sabrina; Brooks, James; Ferri, Enrico; Foley, Seamus; Martin, Roy; Martinez, Marines; Rousakis, Nicole; Van Herik, Andrew; Wallek, Bradley / **CITY-WIDE CAREER SERVICE** Bullocks, Latonya; Butler, Deborah; Campbell, Jacqueline; Coty, Sharon; Cruz, Griselda; Gonzalez, Maria; Jordan, Sherry; Lozoya, Maria; Shlemon, Sarah; Smith, Cynthia / **CITY-WIDE** Christensen, William; Cochrane, Christine; Daniels, Theresa; Hill, Alex; Lopez, Gabriel; Manney, Germaine; Schecter, Jeff; Scott, Cecelia; Smith, Eileen; Stachler, Lara

In memoriam

2019	
December 26	Myrtle G Rhoden, Mozart
2020	
August 17	Gloria H Spears, Kohn
September 14	Lois W Travis, Evergreen Acad
October 7	Sylvia Schneider, Mayer
October 8	Carolyn S Armstrong, Copernicus
October 11	Janette Pauley, Wright
October 13	Joseph W Washington, Douglas
October 19	Willie L Gray, Harvard
October 21	James A Yates, Harlan High
October 21	Dorothy L Stigus, Altgeld
October 21	Freddie McGee, Ross
October 23	Dorothy S Dawson, City College, Recip

October 24	Allen J Kaiser, Medill PDC
October 24	Margaret M Kruczkowski, Henderson
October 26	George L Hobby, Clay
October 27	Arline Shah, Harlan Comm Acad
October 28	Cyrene P Grierson, Steinmetz
October 28	Joann Tomlinson, Mason
October 29	Monseratte Quinones, Barry
October 30	Csaba Czabafi, Senn
October 30	Jeremiah Jenkins, Emmet
October 31	Evelyn A Carson, Carpenter
October 31	Sandra A Givens, Res eval & acct
November 1	Shirley T Shechtman, Hibbard
November 2	Jacqueline M White, Young
November 3	Barbara J Martin, Clemente
November 3	Betty J Hogg Pittman, Medill
November 3	Joyce J McCree, Hubbard
November 4	Lucille Outlaw, Barry
November 5	Adell Ellis, Harte

November 5	Argie S Bingham, Roberson
November 6	Narcissa T Cummings, Lovett
November 6	Dennis Nodulman, Gage Park
November 7	Alfred L Dean, Dyett
November 7	Ann D Connelly, Edwards
November 7	William S Noonan, Cooper
November 8	Velma Chavis, Bouchet Branch
November 9	Virginia R Fieck, Reciprocal
November 9	Edythe S Freeman, Hanson Park
November 10	Wilbur N Daniel, Hughes
November 10	Rogelio Villalobos, Juarez
November 11	Iona H Harris, Prussing
November 12	Richard M Rath
November 12	Robert L Edwards, Buckingham
November 12	Joan M Pufundt, Foreman
November 12	Robert L Woods, Delano
November 13	Ronald P Cheek, Gage Park
November 13	Tommie L Martin, Wadsworth

November 14	William R Charleston, Tilton
November 14	Anna Marie Donatelli, Lovett
November 16	Clarence Johnson, Jefferson
November 17	Luisa P Ali, Harvard
November 17	James P Kelly, Kelly
November 18	Barbara A Hamilton, Herbert
November 18	Monetta White, Tesla
November 18	Eleanor M Vega, Cooper
November 19	Janice Mayo, Farragut
November 19	Isabel Deguzman, Dist 10
November 20	Gwendolyn Square, Howland
November 21	Anita Welborn, Abbott
November 21	Marek J Michalski, Sub
November 22	John J Greven, OSS
November 22	Charlean A Pelekoudas, Tonti
November 23	Yvonne Arroyo, Spry
November 24	Cheryl Clark, C-W Spec
November 26	Eduardo D Lopez

Lists of deceased members of the Chicago Teachers Union (CTU) are provided to the Chicago Union Teacher by the office of the Chicago Teachers Pension Fund (CTPF) and are printed as received. If you notice an error or omission, please first contact the CTPF at 312.641.4464 or via email at memberservices@ctpf.org to report the information. Please contact the CTU Financial Dept. as well by phoning 312.329.9100. Both the CTPF and CTU disburse death benefits to a member's designated beneficiaries.



Victory in North Lawndale

Parents, community win the fight against more school closures, demand investments that the mayor promised during her campaign instead

BY CTU COMMUNICATIONS

It felt like déjà vu in North Lawndale. The west side community knows better than most the trauma of school closings. CPS has shuttered six neighborhood schools in the area since 2005 — all while opening a slew of new charters — and three more neighborhood schools were on the chopping block.

But an expansive group of parents, teachers and students, organized as the North Lawndale Parent and Community Coalition (NLPCC), fought back and won the latest battle. In a historic victory, CPS failed to announce the planned closings by the legally-required Dec. 1 deadline.

In the months since the closings came to light, NLPCC organized parents, students, and staff in the three schools as well as community members, many who had no idea the schools could be shuttered. And, at every turn, they reminded Mayor Lori Lightfoot that she promised equity and investment for Chicago's Black community — not more of the same failed policies of Rahm Emanuel.

STEAMrolling the community

The plan, being falsely touted as “com-

munity driven,” would have closed and consolidated Lawndale Community Academy, Crown Community Academy and Charles Sumner Math and Science Community Academy to make way for a new STEAM school in the Lawndale area.

PSRP Willie Cousins, whose fourth grade daughter attends Crown, helped organize parents and neighborhood residents in the fight to save the three schools. They attended CPS board meetings, held press conferences and rallies, met with Alderman Michael Scott and, at press time, had collected over 1,400 signatures opposing the school closings.

Parents shut out

“CPS keeps calling this a community proposal, but they’re not being honest about it,” Cousins said. “The people of North Lawndale — the parents, teachers and students at these schools — have been shut out of the process. We are going to keep organizing and fighting because this is about our children’s safety and the future of our community.”

School closings and consolidations are the bedrock of long standing disinvestment in the West Side community, which has been starved of the programs and

services students so desperately need. In just the last five years, CPS’ Student-Based Budgeting slashed North Lawndale school budgets by \$4 million.

While proponents of the closings say the new STEAM school would be a boon for the neighborhood, community residents note it does nothing to address a lack of jobs and affordable housing or increased violence. Those conditions, along with school destabilization, have created a perfect storm, causing enrollment at schools to drop and neighborhood population to plummet. In 1960, 124,937 people lived in a thriving, bustling North Lawndale community. By 2018, the population dropped to 33,854.

Promises made, promises broken

Parents, teachers, administrators, and community members are calling on the mayor to turn back that tide by providing the investments she promised during her campaign.

“The mayor said it was a new day. She said she wouldn’t close schools because she understood the trauma that caused the community,” Cousins said. “But in her second year, she already wants to close three schools...it’s just more of the same,

promises made, promises broken.”

Speaking at a community press conference in November, CTU Recording Secretary Christel Williams-Hayes, a North Lawndale resident, urged parents not to “drink the kool-aid.”

Stop taking from us

“We can’t always be excited because somebody is offering us something new,” Williams-Hayes said. “We are already devastated with crime, we are devastated with death. Give us what we deserve. Invest in these schools. Stop taking from us. They’ve taken so much from us already.”

While the closings are off the table for now, organizers like Cousins know these fights aren’t won in the legal arena. They intend to keep fighting.

“To lose these schools would be another huge loss for the community,” he said. “This is why we went on strike last year to get investments in these schools to help bring the community back. With the right support, they could be a beacon of light. So, we’re going to keep fighting and organizing in the community because we know the people are on our side.” [CTU](#)



A sleepless election night

After tossing and turning, we woke to some good and some bad news in the aftermath of a frantic 2020 election season

BY KURT HILGENDORF

Despite warnings from election authorities about ballot counting delays, despite the fact that my job involves the minutiae of elections and I knew ballots would take a while to count, and despite the fact that ballot-counting in the era of mail ballots and touch screens largely avoids problems like the “hanging chads” in Florida 20 years ago, I still didn’t sleep election night. Turns out my emotional self trumped my rational self, at least for one night.

Fortunately, Biden trumped Trump that night. Kim Foxx trumped white reactionaries trying to subvert her criminal justice reform work in the Cook County State’s Attorney’s office. And some of CTU’s staunchest allies triumphed over their opponents.

Unfortunately, billionaires — the ones mostly outside Chicago — also had a great night as their misinformation campaign defeated the graduated income tax amendment. And Trump did better than predicted — he got the most votes of any Republican presidential candidate ever, even in a loss.

What does it all mean?

Politics is rarely a clean sweep. The key question now is, “What does it all mean?”

At the national level, Biden’s win was the result of Black voters not being taken for granted. It was the result of organizers in Detroit and Atlanta and Philadelphia and Milwaukee and Arizona turning people out in a pandemic. Victory came from millions across the country voting for their own lives and economic securi-

ty over the politics of racism, conspiracy theories, and fear mongering.

The election result means the end of Betsy DeVos’ U.S. Department of Education. It means a much more coordinated national response to the COVID-19 pandemic, and hopefully some real economic relief for the millions devastated by the economic downturn. That said, there are still real challenges in Congress — including two Senate races in Georgia that won’t be settled until January run-offs, and the fact that Democrats lost seats in the House.

Long road ahead

The U.S. remains deeply red in large portions of the country, including in large sections of Illinois. A huge Trump turnout benefited Republicans up and down the ballot. State legislatures that theoretically could have become Democratic will remain Republican. That has implications for the next 10 years, as redistricting tied to the census will be determined by those same Republican state legislatures. If the massive amounts of voter suppression and efforts to discredit elections by Trump and his allies are any indication, we have a long road ahead.

At the State level, the political prognosis is clearer. Democrats hold supermajorities in both chambers of the Illinois General Assembly. Democrats lost one seat in the state house but still hold a 73 to 45 majority. In the Illinois Senate, Democrats gained one seat and now hold a 41 to 18 advantage.

CTU-endorsed general assembly candidates Rep. Lindsey LaPointe, Rep. Fran Hurley, Sen. Celina Villanueva and Sen. Rob Martwick all won on election day.

Additional CTU-endorsed candidates, like Denyse Wang Stoneback, Rep. Lakeasia Collins, and Rep. Omar Williams, won their primaries and faced no general election opponent. Our Union’s influence in the Illinois Legislature continues to grow.

Wealthy Illinoisans sink ballot measure

The budgetary and economic prognosis, on the other hand, is not as clear. The Fair Tax defeat means the loss of \$3 billion in annual revenue from Illinois’ wealthiest residents. Their steadfast opposition, rooted in dishonest claims about the amendment, combined with the uncertainty of the pandemic, sunk the ballot measure. To be clear, though, that message was most effective outside of Chicago.

In the City, 10 years of work by the CTU and its allies to hammer home the need for progressive revenue resulted in the Fair Tax receiving 72 percent of the vote. Some 700,000 Chicagoans agreed that taxing the wealthiest to pay for things our state needs, like public education, is the best public policy.

Margins were even higher in the wards where our students live, with some South and West side wards nearing 90 percent support for the Fair Tax amendment. Governor J.B. Pritzker has already started warning of deep budget cuts, which would be devastating during the pandemic. Thus, it is critical that we continue to advocate for new revenue at the state and city level.

That’s why the CTU supports ending Illinois corporate tax loopholes worth \$1 billion to those same entities that opposed the Fair Tax. And that’s why the CTU is advocating for a series of city budget or-

dinances to immediately end downtown TIF districts that take tens of millions of dollars from CPS and other city agencies. Those sweet deals must end now.


CTU has real power

The election results make one additional critical point crystal clear. When the CTU engages in the electoral process, with our endorsements, grassroots organizing and campaigning, we have a real impact. We have helped elect members to the Chicago City Council, Cook County Board, and Illinois Legislature. We have moved hundreds of thousands of Chicago voters to advocate for a more progressive vision of social, racial, and economic justice.

For example, CTU members made thousands of phone calls in support of the Fair Tax, to other states in support of President-elect Biden and Vice President-elect Harris and to voters in key state legislative races. That work would have been impossible without our Political Action Committee.

If you don’t yet contribute to the CTU PAC, please consider doing so. Even a contribution of \$5 a month makes a difference. Sign up at <https://www.ctulocal1.org/movement/ctu-pac/>.

If you already contribute, thank you. Your commitment is helping us advance our progressive legislative agenda.

See you on Zoom, in the streets, or, hopefully, soon in the State Capitol when it is safe to do so. Thanks for your advocacy for the schools Chicago’s students deserve. 

Kurt Hilgendorf is CTU’s legislative and policy director.

Exhibit

2

From: Philip Weiss [REDACTED]

Date: May 1, 2024 at 5:08:24 PM CDT

To: [REDACTED]

Subject: Audits

Greetings Matt,

Would you be so kind as to send me a copy of the last four years of CTU Audits, 2020-2023?

Respectfully,

Phil Weiss

Sent from my iPhone

From: Philip Weiss [REDACTED]

Date: May 3, 2024 at 6:17:11 AM CDT

To: [REDACTED]

Subject: Audits 2nd Request

Greetings Matt,

Would you be so kind and forward me the 2020-2023 CTU Audits? I hear they are complete.

Thanks,

Philip Weiss

Member CTU

Sent from my iPhone

From: Philip Weiss [REDACTED]

Date: May 8, 2024 at 11:39:50AM CDT

To: [REDACTED]

Subject: Audit Reports 3rd Request

Greetings Matt,

I hope all is well. I am making a third request for the CTU 2020-2023 Audit reports. Can you please take an opportunity and forward them to me? If there is someone else to request these documents from, please let me know.

Kind regards,

Philip Weiss
Member CTU

FILED DATE: 8/13/2025 3:30 PM 2024CH09334

Exhibit

3

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.

CHICAGO TEACHERS UNION

COMBINED STATEMENTS OF FINANCIAL POSITION

JUNE 30, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
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	<u>295,353</u>	<u>142,554</u>
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	<u>3,651,675</u>	<u>4,322,318</u>
Total assets	<u>\$ 15,347,414</u>	<u>\$ 16,158,611</u>
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	<u>2,366,212</u>	<u>3,484,167</u>
Total current liabilities	<u>6,095,605</u>	<u>8,243,751</u>
LONG-TERM LIABILITIES		
Capital lease obligations, less current maturities	38,290	138,263
Note payable - Foundation	4,869,377	4,708,369
Deferred rent	<u>1,427,435</u>	<u>1,352,668</u>
Total long-term liabilities	<u>6,335,102</u>	<u>6,199,300</u>
Total liabilities	12,430,707	14,443,051
NET ASSETS		
Net assets without member restrictions	<u>2,916,707</u>	<u>1,715,560</u>
Total liabilities and net assets	<u>\$ 15,347,414</u>	<u>\$ 16,158,611</u>

CHICAGO TEACHERS UNION

COMBINED STATEMENTS OF ACTIVITIES

YEARS ENDED JUNE 30, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
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	<u>32,228,614</u>	<u>30,114,081</u>
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	<u>31,027,467</u>	<u>28,131,876</u>
INCREASE IN NET ASSETS	1,201,147	1,982,205
NET ASSETS (DEFICIENCY)		
Beginning of year - as restated	<u>1,715,560</u>	<u>(266,645)</u>
End of year	<u>\$ 2,916,707</u>	<u>\$ 1,715,560</u>

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.

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 \$15,709,704¹ 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.

CHICAGO TEACHERS UNION

COMBINED STATEMENTS OF FINANCIAL POSITION

JUNE 30, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
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	<u>12,164,520</u>	<u>10,770,092</u>
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	<u>2,982,900</u>	<u>3,651,675</u>
Total assets	<u>\$ 15,709,704</u>	<u>\$ 15,347,414</u>
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	<u>2,234,221</u>	<u>2,366,212</u>
Total current liabilities	<u>4,237,343</u>	<u>6,095,605</u>
LONG-TERM LIABILITIES		
Capital lease obligations, less current maturities	-	38,290
Note payable - Foundation	4,882,794	4,869,377
Deferred rent	<u>1,472,558</u>	<u>1,427,435</u>
Total long-term liabilities	<u>6,355,352</u>	<u>6,335,102</u>
Total liabilities	10,592,695	12,430,707
NET ASSETS		
Net assets without member restrictions	<u>5,117,009</u>	<u>2,916,707</u>
Total liabilities and net assets	<u>\$ 15,709,704</u>	<u>\$ 15,347,414</u>

CHICAGO TEACHERS UNION

COMBINED STATEMENTS OF ACTIVITIES

YEARS ENDED JUNE 30, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
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	<u>29,957</u>	<u>6,793</u>
Total support and revenue	<u>33,355,119</u>	<u>32,228,614</u>
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	<u>377,379</u>	<u>529,821</u>
Total expenses	<u>31,154,817</u>	<u>31,027,467</u>
INCREASE IN NET ASSETS	2,200,302	1,201,147
NET ASSETS		
Beginning of year	<u>2,916,707</u>	<u>1,715,560</u>
End of year	<u>\$ 5,117,009</u>	<u>\$ 2,916,707</u>

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.

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 \$15,709,704¹ 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.

CHICAGO TEACHERS UNION

COMBINED STATEMENTS OF FINANCIAL POSITION

JUNE 30, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
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	<u>117,906</u>	<u>341,083</u>
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	<u>2,622,175</u>	<u>2,982,900</u>
Total assets	<u>\$ 17,573,032</u>	<u>\$ 15,709,704</u>
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	<u>1,790,688</u>	<u>2,234,221</u>
Total current liabilities	<u>4,441,534</u>	<u>4,237,343</u>
LONG-TERM LIABILITIES		
Capital lease obligations, less current maturities	170,649	-
Note payable - Foundation	4,882,794	4,882,794
Deferred rent	<u>1,436,174</u>	<u>1,472,558</u>
Total long-term liabilities	<u>6,489,617</u>	<u>6,355,352</u>
Total liabilities	10,931,151	10,592,695
NET ASSETS		
Net assets without member restrictions	<u>6,641,881</u>	<u>5,117,009</u>
Total liabilities and net assets	<u>\$ 17,573,032</u>	<u>\$ 15,709,704</u>

CHICAGO TEACHERS UNION

COMBINED STATEMENTS OF ACTIVITIES

YEARS ENDED JUNE 30, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
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	<u>23,895</u>	<u>29,957</u>
Total support and revenue	<u>33,941,092</u>	<u>33,355,119</u>
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	<u>871,395</u>	<u>377,379</u>
Total expenses	<u>32,416,220</u>	<u>31,154,817</u>
INCREASE IN NET ASSETS	1,524,872	2,200,302
NET ASSETS		
Beginning of year	<u>5,117,009</u>	<u>2,916,707</u>
End of year	<u>\$ 6,641,881</u>	<u>\$ 5,117,009</u>

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.

EXHIBIT 6

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

PHILIP WEISS, *et al.*,
Plaintiff,

v.

CHICAGO TEACHERS UNION, *et*
al.,
Defendants.

No. 2024-CH-09334

Calendar 16

Judge David B. Atkins

ORDER

THIS CASE COMING TO BE HEARD on Defendant's Motion to Dismiss, and Defendant's Motion to Strike Scandalous and Impertinent Portions of Plaintiffs' Response, 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 for specific performance¹ based on Defendant Chicago Teachers Union ("CTU")'s alleged failure to provide contractually required financial audit reports over several years. Defendants now move to dismiss, and to strike certain portions of Plaintiff's Response to the Motion to Dismiss.
2. Turning first to the latter Motion, the court finds no reason to strike any portion of the Response or the Weiss Declaration attached thereto. The arguments therein (which are for the most part mere argument) are neither scandalous nor impertinent and go directly to the issue of what constitutes a proper audit report and whether such reports were provided to members in relevant years. At worst, paragraph 12 of the Declaration contains extraneous claims of political motivations² for Defendants' actions, which even then need not be struck.
3. As to the Motion to Dismiss itself, the court finds it partially well-founded in that the individual Defendants,³ as they argue, are immune from any individual liability and the substance of this claim is against

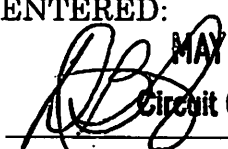
¹ Defendants make much of the fact that the sole Count of the Complaint is for breach of contract, but does not plead or seek damages; there is nothing improper about this, as specific performance is a remedy (one Plaintiffs are free to seek under theory of breach of contract), not an independent cause of action.

² Noteworthy here is that Defendants themselves likewise accuse the Plaintiffs of having "dubious motives for this lawsuit." Mot. At 2.

³ In particular, Defendants Stacy Davis Gates (as President of the CTU) and Maria T. Moreno (as its Financial Secretary).

only the CTU itself.⁴ The claim as against them is thus properly dismissed.

4. The core allegations of the Complaint, however, are sufficient. It is axiomatic that a complaint should only be dismissed where no set of facts would entitle a plaintiff to relief, and here Plaintiffs have alleged that the CTU is required by its Constitution to "furnish an audited report of the Union which shall be printed in the Union's publication," but has failed to do so since 2020.⁵ The CTU does not even directly dispute this, instead arguing the provision is "outdated"⁶ (because it no longer prints any publication), and that the matter is moot because Plaintiff Weiss has now been provided individual access to summary "Audit Reports" for the relevant years. Plaintiffs dispute that this satisfies the alleged obligation both in form and in substance.⁷ Plaintiffs are entitled to have their allegations viewed in the light most favorable to them under the present posture, and under that standard the court cannot resolve those questions at the pleading stage.
5. For these reasons, Defendant's Motion to Dismiss is granted in part in that all claims are hereby dismissed as against the individual Defendants Stacy Davis Gates and Maria T. Moreno. The Motion is denied in all other respects, and the Motion to Strike is also denied. Defendant Chicago Teachers Union shall answer the Complaint on or before June 16, 2025, and this matter is continued for further status to July 22, 2025 at 10:30 AM.

JUDGE DAVID B. ATKINS
ENTERED:
 MAY 14 2025
Circuit Court-1879
Judge David B. Atkins

⁴ *Zander v. Carlson*, 2020 IL 125691 (2020)

⁵ Compl. ¶18

⁶ Mot. Memo. at 2.

⁷ In particular, Plaintiffs assert that both the summary reports (allegedly available to any CTU member on request), and more detailed "full" reports that Plaintiff Weiss accessed in person, are materially less detailed than those published prior to 2020.