



**Rep. Jay Hoffman**

**Filed: 3/4/2025**

10400HB2785ham001

LRB104 07806 BAB 23057 a

1 AMENDMENT TO HOUSE BILL 2785

2 AMENDMENT NO. \_\_\_\_\_. Amend House Bill 2785 by replacing  
3 everything after the enacting clause with the following:

4 "Section 5. The Illinois Credit Union Act is amended by  
5 changing Sections 10, 19, 29, 34, and 63 as follows:

6 (205 ILCS 305/10) (from Ch. 17, par. 4411)

7 Sec. 10. Credit union records; member financial records.

8 (1) A credit union shall establish and maintain books,  
9 records, accounting systems and procedures which accurately  
10 reflect its operations and which enable the Department to  
11 readily ascertain the true financial condition of the credit  
12 union and whether it is complying with this Act.

13 (2) A photostatic or photographic reproduction of any  
14 credit union records shall be admissible as evidence of  
15 transactions with the credit union.

16 (3) (a) For the purpose of this Section, the term

1       "financial records" means any original, any copy, or any  
2       summary of (1) a document granting signature authority over an  
3       account, (2) a statement, ledger card or other record on any  
4       account which shows each transaction in or with respect to  
5       that account, (3) a check, draft or money order drawn on a  
6       financial institution or other entity or issued and payable by  
7       or through a financial institution or other entity, or (4) any  
8       other item containing information pertaining to any  
9       relationship established in the ordinary course of business  
10      between a credit union and its member, including financial  
11      statements or other financial information provided by the  
12      member.

13                   (b) This Section does not prohibit:

14                   (1) The preparation, examination, handling or  
15        maintenance of any financial records by any officer,  
16        employee or agent of a credit union having custody of such  
17        records, or the examination of such records by a certified  
18        public accountant engaged by the credit union to perform  
19        an independent audit.

20                   (2) The examination of any financial records by or the  
21        furnishing of financial records by a credit union to any  
22        officer, employee or agent of the Department, the National  
23        Credit Union Administration, Federal Reserve board or any  
24        insurer of share accounts for use solely in the exercise  
25        of his duties as an officer, employee or agent.

26                   (3) The publication of data furnished from financial

1 records relating to members where the data cannot be  
2 identified to any particular customer of account.

3 (4) The making of reports or returns required under  
4 Chapter 61 of the Internal Revenue Code of 1954.

5 (5) Furnishing information concerning the dishonor of  
6 any negotiable instrument permitted to be disclosed under  
7 the Uniform Commercial Code.

8 (6) The exchange in the regular course of business of  
9 (i) credit information between a credit union and other  
10 credit unions or financial institutions or commercial  
11 enterprises, directly or through a consumer reporting  
12 agency or (ii) financial records or information derived  
13 from financial records between a credit union and other  
14 credit unions or financial institutions or commercial  
15 enterprises for the purpose of conducting due diligence  
16 pursuant to a merger or a purchase or sale of assets or  
17 liabilities of the credit union.

18 (7) The furnishing of information to the appropriate  
19 law enforcement authorities where the credit union  
20 reasonably believes it has been the victim of a crime.

21 (8) The furnishing of information pursuant to the  
22 Revised Uniform Unclaimed Property Act.

23 (9) The furnishing of information pursuant to the  
24 Illinois Income Tax Act and the Illinois Estate and  
25 Generation-Skipping Transfer Tax Act.

26 (10) The furnishing of information pursuant to the

1                   federal Currency and Foreign Transactions Reporting Act,  
2                   Title 31, United States Code, Section 1051 et sequentia.

3                   (11) The furnishing of information pursuant to any  
4                   other statute which by its terms or by regulations  
5                   promulgated thereunder requires the disclosure of  
6                   financial records other than by subpoena, summons, warrant  
7                   or court order.

8                   (12) The furnishing of information in accordance with  
9                   the federal Personal Responsibility and Work Opportunity  
10                  Reconciliation Act of 1996. Any credit union governed by  
11                  this Act shall enter into an agreement for data exchanges  
12                  with a State agency provided the State agency pays to the  
13                  credit union a reasonable fee not to exceed its actual  
14                  cost incurred. A credit union providing information in  
15                  accordance with this item shall not be liable to any  
16                  account holder or other person for any disclosure of  
17                  information to a State agency, for encumbering or  
18                  surrendering any assets held by the credit union in  
19                  response to a lien or order to withhold and deliver issued  
20                  by a State agency, or for any other action taken pursuant  
21                  to this item, including individual or mechanical errors,  
22                  provided the action does not constitute gross negligence  
23                  or willful misconduct. A credit union shall have no  
24                  obligation to hold, encumber, or surrender assets until it  
25                  has been served with a subpoena, summons, warrant, court  
26                  or administrative order, lien, or levy.

(13) The furnishing of information to law enforcement authorities, the Illinois Department on Aging and its regional administrative and provider agencies, the Department of Human Services Office of Inspector General, or public guardians: (i) upon subpoena by the investigatory entity or the guardian, or (ii) if there is suspicion by the credit union that a member who is an elderly person or person with a disability has been or may become the victim of financial exploitation. For the purposes of this item (13), the term: (i) "elderly person" means a person who is 60 or more years of age, (ii) "person with a disability" means a person who has or reasonably appears to the credit union to have a physical or mental disability that impairs his or her ability to seek or obtain protection from or prevent financial exploitation, and (iii) "financial exploitation" means tortious or illegal use of the assets or resources of an elderly person or person with a disability, and includes, without limitation, misappropriation of the elderly or disabled person's assets or resources by undue influence, breach of fiduciary relationship, intimidation, fraud, deception, extortion, or the use of assets or resources in any manner contrary to law. A credit union or person furnishing information pursuant to this item (13) shall be entitled to the same rights and protections as a person furnishing information under the Adult Protective Services Act and

1 the Illinois Domestic Violence Act of 1986.

2 (13.5) The furnishing of information to any person on  
3 a list submitted and periodically updated by a member who  
4 is an elderly person or person with a disability, if there  
5 is suspicion by the credit union that the member has been  
6 or may become a victim of financial exploitation. For  
7 purposes of this item (13.5), the terms "elderly person",  
8 "person with a disability", and "financial exploitation"  
9 have the meanings given to those terms in item (13). The  
10 credit union may convey the suspicion to any of the  
11 following persons, if the person is not the suspected  
12 perpetrator: (i) any person on the list; (ii) any  
13 co-owner, additional authorized signatory, or beneficiary  
14 on the account of the member; or (iii) any person known by  
15 the credit union to be a family member, including a  
16 parent, spouse, adult child, or sibling. When providing  
17 information under this item (13.5), the credit union shall  
18 limit the information and only disclose that the credit  
19 union has cause to suspect that the member may be a victim  
20 or target of financial exploitation and the basis or bases  
21 of the credit union's reasonable suspicion, without  
22 disclosing any other details or confidential information  
23 regarding the financial affairs of the member. Any  
24 disclosure made pursuant to this subsection shall comply  
25 with all other privacy laws and legal prohibitions,  
26 including confidentiality requirements for suspicious

1                   activity reports. The credit union may rely on information  
2                   provided by the member in compiling the list of contact  
3                   persons. The credit union and any employee of the credit  
4                   union acting in good faith is immune from all criminal,  
5                   civil, and administrative liability for contacting a  
6                   person or electing not to contact a person under this item  
7                   (13.5) and for actions taken in furtherance of that  
8                   determination, if the determination was made based on a  
9                   reasonable suspicion.

10                  (14) The disclosure of financial records or  
11                  information as necessary to effect, administer, or enforce  
12                  a transaction requested or authorized by the member, or in  
13                  connection with:

14                   (A) servicing or processing a financial product or  
15                  service requested or authorized by the member;

16                   (B) maintaining or servicing a member's account  
17                  with the credit union; or

18                   (C) a proposed or actual securitization or  
19                  secondary market sale (including sales of servicing  
20                  rights) related to a transaction of a member.

21                  Nothing in this item (14), however, authorizes the  
22                  sale of the financial records or information of a member  
23                  without the consent of the member.

24                  (15) The disclosure of financial records or  
25                  information as necessary to protect against or prevent  
26                  actual or potential fraud, unauthorized transactions,

1 claims, or other liability.

2 (16) (a) The disclosure of financial records or  
3 information related to a private label credit program  
4 between a financial institution and a private label party  
5 in connection with that private label credit program. Such  
6 information is limited to outstanding balance, available  
7 credit, payment and performance and account history,  
8 product references, purchase information, and information  
9 related to the identity of the customer.

10 (b) (1) For purposes of this item (16), "private label  
11 credit program" means a credit program involving a  
12 financial institution and a private label party that is  
13 used by a customer of the financial institution and the  
14 private label party primarily for payment for goods or  
15 services sold, manufactured, or distributed by a private  
16 label party.

17 (2) For purposes of this item (16), "private label  
18 party" means, with respect to a private label credit  
19 program, any of the following: a retailer, a merchant, a  
20 manufacturer, a trade group, or any such person's  
21 affiliate, subsidiary, member, agent, or service provider.

22 (17) (a) The furnishing of financial records of a  
23 member to the Department to aid the Department's initial  
24 determination or subsequent re-determination of the  
25 member's eligibility for Medicaid and Medicaid long-term  
26 care benefits for long-term care services, provided that

the credit union receives the written consent and authorization of the member, which shall:

(1) have the member's signature notarized;

(2) be signed by at least one witness who certifies that he or she believes the member to be of sound mind and memory;

(3) be tendered to the credit union at the earliest practicable time following its execution, certification, and notarization;

(4) specifically limit the disclosure of the member's financial records to the Department; and

(5) be in substantially the following form:

## CUSTOMER CONSENT AND AUTHORIZATION

FOR RELEASE OF FINANCIAL RECORDS

I, ....., hereby authorize

(Name of Customer)

.....

(Name of Financial Institution)

For more information, contact the Office of the Vice President for Research and the Office of the Vice President for Student Affairs.

(Address of Financial Institution)

21 to disclose the following financial records:

1 any and all information concerning my deposit, savings, money  
2 market, certificate of deposit, individual retirement,  
3 retirement plan, 401(k) plan, incentive plan, employee benefit  
4 plan, mutual fund and loan accounts (including, but not  
5 limited to, any indebtedness or obligation for which I am a  
6 co-borrower, co-obligor, guarantor, or surety), and any and  
7 all other accounts in which I have an interest and any other  
8 information regarding me in the possession of the Financial  
9 Institution,

10 to the Illinois Department of Human Services or the Illinois  
11 Department of Healthcare and Family Services, or both ("the  
12 Department"), for the following purpose(s):

13 to aid in the initial determination or re-determination by the  
14 State of Illinois of my eligibility for Medicaid long-term  
15 care benefits, pursuant to applicable law.

16 I understand that this Consent and Authorization may be  
17 revoked by me in writing at any time before my financial  
18 records, as described above, are disclosed, and that this  
19 Consent and Authorization is valid until the Financial  
20 Institution receives my written revocation. This Consent and  
21 Authorization shall constitute valid authorization for the  
22 Department identified above to inspect all such financial

1 records set forth above, and to request and receive copies of  
2 such financial records from the Financial Institution (subject  
3 to such records search and reproduction reimbursement policies  
4 as the Financial Institution may have in place). An executed  
5 copy of this Consent and Authorization shall be sufficient and  
6 as good as the original and permission is hereby granted to  
7 honor a photostatic or electronic copy of this Consent and  
8 Authorization. Disclosure is strictly limited to the  
9 Department identified above and no other person or entity  
10 shall receive my financial records pursuant to this Consent  
11 and Authorization. By signing this form, I agree to indemnify  
12 and hold the Financial Institution harmless from any and all  
13 claims, demands, and losses, including reasonable attorneys  
14 fees and expenses, arising from or incurred in its reliance on  
15 this Consent and Authorization. As used herein, "Customer"  
16 shall mean "Member" if the Financial Institution is a credit  
17 union.

18 .....  
19 (Date) (Signature of Customer)

20 .....  
21 .....  
22 (Address of Customer)

23 .....

(Customer's birth date)

(month/day/year)

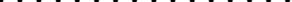
3 The undersigned witness certifies that .....,  
4 known to me to be the same person whose name is subscribed as  
5 the customer to the foregoing Consent and Authorization,  
6 appeared before me and the notary public and acknowledged  
7 signing and delivering the instrument as his or her free and  
8 voluntary act for the uses and purposes therein set forth. I  
9 believe him or her to be of sound mind and memory. The  
10 undersigned witness also certifies that the witness is not an  
11 owner, operator, or relative of an owner or operator of a  
12 long-term care facility in which the customer is a patient or  
13 resident.

14 Dated: .....

15 (Signature of Witness)

16 

17 (Print Name of Witness)

18 

19 .....

20 (Address of Witness)

21 State of Illinois)

1 ) ss.

2 County of .....

3 The undersigned, a notary public in and for the above county  
4 and state, certifies that ....., known to me to be the  
5 same person whose name is subscribed as the customer to the  
6 foregoing Consent and Authorization, appeared before me  
7 together with the witness, ....., in person and  
8 acknowledged signing and delivering the instrument as the free  
9 and voluntary act of the customer for the uses and purposes  
10 therein set forth.

11 Dated: .....

12 Notary Public: .....

13 My commission expires: .....

14 (b) In no event shall the credit union distribute the  
15 member's financial records to the long-term care facility  
16 from which the member seeks initial or continuing  
17 residency or long-term care services.

18 (c) A credit union providing financial records of a  
19 member in good faith relying on a consent and  
20 authorization executed and tendered in accordance with  
21 this item (17) shall not be liable to the member or any  
22 other person in relation to the credit union's disclosure  
23 of the member's financial records to the Department. The

1 member signing the consent and authorization shall  
2 indemnify and hold the credit union harmless that relies  
3 in good faith upon the consent and authorization and  
4 incurs a loss because of such reliance. The credit union  
5 recovering under this indemnification provision shall also  
6 be entitled to reasonable attorney's fees and the expenses  
7 of recovery.

8 (d) A credit union shall be reimbursed by the member  
9 for all costs reasonably necessary and directly incurred  
10 in searching for, reproducing, and disclosing a member's  
11 financial records required or requested to be produced  
12 pursuant to any consent and authorization executed under  
13 this item (17). The requested financial records shall be  
14 delivered to the Department within 10 days after receiving  
15 a properly executed consent and authorization or at the  
16 earliest practicable time thereafter if the requested  
17 records cannot be delivered within 10 days, but delivery  
18 may be delayed until the final reimbursement of all costs  
19 is received by the credit union. The credit union may  
20 honor a photostatic or electronic copy of a properly  
21 executed consent and authorization.

22 (e) Nothing in this item (17) shall impair, abridge,  
23 or abrogate the right of a member to:

24 (1) directly disclose his or her financial records  
25 to the Department or any other person; or  
26 (2) authorize his or her attorney or duly

appointed agent to request and obtain the member's financial records and disclose those financial records to the Department.

(f) For purposes of this item (17), "Department" means the Department of Human Services and the Department of Healthcare and Family Services or any successor administrative agency of either agency.

(18) The furnishing of the financial records of a member to an appropriate law enforcement authority, without prior notice to or consent of the member, upon written request of the law enforcement authority, when reasonable suspicion of an imminent threat to the personal security and safety of the member exists that necessitates an expedited release of the member's financial records, as determined by the law enforcement authority. The law enforcement authority shall include a brief explanation of the imminent threat to the member in its written request to the credit union. The written request shall reflect that it has been authorized by a supervisory or managerial official of the law enforcement authority. The decision to furnish the financial records of a member to a law enforcement authority shall be made by a supervisory or managerial official of the credit union. A credit union providing information in accordance with this item (18) shall not be liable to the member or any other person for the disclosure of the information to the law enforcement

1 authority.

2 (c) Except as otherwise provided by this Act, a credit  
3 union may not disclose to any person, except to the member or  
4 his duly authorized agent, any financial records relating to  
5 that member of the credit union unless:

6 (1) the member has authorized disclosure to the  
7 person;

8 (2) the financial records are disclosed in response to  
9 a lawful subpoena, summons, warrant, citation to discover  
10 assets, or court order that meets the requirements of  
11 subparagraph (3) (d) of this Section; or

12 (3) the credit union is attempting to collect an  
13 obligation owed to the credit union and the credit union  
14 complies with the provisions of Section 2I of the Consumer  
15 Fraud and Deceptive Business Practices Act.

16 (d) A credit union shall disclose financial records under  
17 item (3) (c) (2) of this Section pursuant to a lawful subpoena,  
18 summons, warrant, citation to discover assets, or court order  
19 only after the credit union sends a copy of the subpoena,  
20 summons, warrant, citation to discover assets, or court order  
21 to the person establishing the relationship with the credit  
22 union, if living, and otherwise the person's personal  
23 representative, if known, at the person's last known address  
24 by first class mail, postage prepaid, through a third-party  
25 commercial carrier or courier with delivery charge fully  
26 prepaid, by hand delivery, or by electronic delivery at an

1 email address on file with the credit union (if the person  
2 establishing the relationship with the credit union has  
3 consented to receive electronic delivery and, if the person  
4 establishing the relationship with the credit union is a  
5 consumer, the person has consented under the consumer consent  
6 provisions set forth in Section 7001 of Title 15 of the United  
7 States Code), unless the credit union is specifically  
8 prohibited from notifying the person by order of court or by  
9 applicable State or federal law. In the case of a grand jury  
10 subpoena, a credit union shall not mail a copy of a subpoena to  
11 any person pursuant to this subsection if the subpoena was  
12 issued by a grand jury under the Statewide Grand Jury Act or  
13 notifying the person would constitute a violation of the  
14 federal Right to Financial Privacy Act of 1978.

15 (e) (1) Any officer or employee of a credit union who  
16 knowingly and willfully furnishes financial records in  
17 violation of this Section is guilty of a business offense and  
18 upon conviction thereof shall be fined not more than \$1,000.

19 (2) Any person who knowingly and willfully induces or  
20 attempts to induce any officer or employee of a credit union to  
21 disclose financial records in violation of this Section is  
22 guilty of a business offense and upon conviction thereof shall  
23 be fined not more than \$1,000.

24 (f) A credit union shall be reimbursed for costs which are  
25 reasonably necessary and which have been directly incurred in  
26 searching for, reproducing or transporting books, papers,

1 records or other data of a member required or requested to be  
2 produced pursuant to a lawful subpoena, summons, warrant,  
3 citation to discover assets, or court order. The Secretary and  
4 the Director may determine, by rule, the rates and conditions  
5 under which payment shall be made. Delivery of requested  
6 documents may be delayed until final reimbursement of all  
7 costs is received.

8 (Source: P.A. 101-81, eff. 7-12-19; 102-873, eff. 5-13-22.)

9 (205 ILCS 305/19) (from Ch. 17, par. 4420)

10 Sec. 19. Meeting of members.

11 (1) (a) The annual meeting shall be held each year during  
12 the months of January, February or March or such other month as  
13 may be approved by the Department. The meeting shall be held at  
14 the time, place and in the manner set forth in the bylaws. Any  
15 special meetings of the members of the credit union shall be  
16 held at the time, place and in the manner set forth in the  
17 bylaws. Unless otherwise set forth in this Act, quorum  
18 requirements for meetings of members shall be established by a  
19 credit union in its bylaws. Notice of all meetings must be  
20 given by the secretary of the credit union at least 7 days  
21 before the date of such meeting, either by handing a written or  
22 printed notice to each member of the credit union, by mailing  
23 the notice to the member at his address as listed on the books  
24 and records of the credit union, by posting a notice of the  
25 meeting in three conspicuous places, including the office of

1 the credit union, by posting the notice of the meeting on the  
2 credit union's website, or by disclosing the notice of the  
3 meeting in membership newsletters or account statements.

4 (b) Unless expressly prohibited by the articles of  
5 incorporation or bylaws and subject to applicable requirements  
6 of this Act, the board of directors may provide by resolution  
7 that members may attend, participate in, act in, and vote at  
8 any annual meeting or special meeting through the use of a  
9 conference telephone or interactive technology, including, but  
10 not limited to, electronic transmission, internet usage, or  
11 remote communication, by means of which all persons  
12 participating in the meeting can communicate with each other.  
13 Participation through the use of a conference telephone or  
14 interactive technology shall constitute attendance, presence,  
15 and representation in person at the annual meeting or special  
16 meeting of the person or persons so participating and count  
17 towards the quorum required to conduct business at the  
18 meeting. The following conditions shall apply to any virtual  
19 meeting of the members:

20 (i) the credit union must internally possess or retain  
21 the technological capacity to facilitate virtual meeting  
22 attendance, participation, communication, and voting; and

23 (ii) the members must receive notice of the use of a  
24 virtual meeting format and appropriate instructions for  
25 joining, participating, and voting during the virtual  
26 meeting at least 7 days before the virtual meeting.

(2) On all questions and at all elections, except election of directors, each member has one vote regardless of the number of his shares. There shall be no voting by proxy except on the election of directors, proposals for merger or voluntary dissolution. Members may vote on questions, including, without limitation, the approval of mergers and voluntary dissolutions under this Act, and in elections by electronic record if approved by the board of directors. Members shall have the right to vote on all such questions in person by written ballot. All voting on the election of directors shall be by ballot, but when there is no contest, written or electronic ballots need not be cast. The record date to be used for the purpose of determining which members are entitled to notice of or to vote at any meeting of members, may be fixed in advance by the directors on a date not more than 90 days nor less than 10 days prior to the date of the meeting. If no record date is fixed by the directors, the first day on which notice of the meeting is given, mailed or posted is the record date.

(3) Regardless of the number of shares owned by a society, association, club, partnership, other credit union or corporation, having membership in the credit union, it shall be entitled to only one vote and it may be represented and have its vote cast by its designated agent acting on its behalf pursuant to a resolution adopted by the organization's board of directors or similar governing authority; provided that the

1 credit union shall obtain a certified copy of such resolution  
2 before such vote may be cast.

3 (4) A member may revoke a proxy by delivery to the credit  
4 union of a written statement to that effect, by execution of a  
5 subsequently dated proxy, by execution of an electronic  
6 record, or by attendance at a meeting and voting in person.

7 (5) The use of electronic records for member voting  
8 pursuant to this Section shall employ a security procedure  
9 that meets the attribution criteria set forth in Section 9 of  
10 the Uniform Electronic Transactions Act.

11 (6) As used in this Section, "electronic", "electronic  
12 record", and "security procedure" have the meanings ascribed  
13 to those terms in the Uniform Electronic Transactions Act.

14 (Source: P.A. 102-38, eff. 6-25-21; 102-496, eff. 8-20-21;  
15 102-774, eff. 5-13-22; 102-813, eff. 5-13-22; 103-154, eff.  
16 6-30-23.)

17 (205 ILCS 305/29) (from Ch. 17, par. 4430)

18 Sec. 29. Meetings of directors.

19 (1) The board of directors and the executive committee  
20 shall meet as often as necessary, but one body must meet at  
21 least monthly and the other at least quarterly, as prescribed  
22 in the bylaws. Unless a greater number is required by the  
23 bylaws, a majority of the whole board of directors shall  
24 constitute a quorum. The act of a majority of the directors  
25 present at a meeting at which a quorum is present shall be the

1 act of the board of directors unless the act of a greater  
2 number is required by this Act, the credit union's articles of  
3 incorporation or the bylaws.

4 (1.5) Notwithstanding anything to the contrary in  
5 subsection (1), the board of directors of a credit union with a  
6 composite rating of either 1 or 2 under the Uniform Financial  
7 Institutions Rating System known as the CAMELS supervisory  
8 rating system (or an equivalent rating under a comparable  
9 rating system) and a management rating under such composite  
10 rating of either 1 or 2 may meet not less than 6 times  
11 annually, with at least one meeting held during each fiscal  
12 quarter. This meeting frequency schedule shall be available to  
13 an eligible credit union irrespective of whether it has  
14 appointed an executive committee pursuant to Section 28.

15 (1.7) Notwithstanding subsection (1) or (1.5), the board  
16 of directors of a credit union with \$50,000,000 or more in  
17 assets, a composite rating of either 1 or 2 under the Uniform  
18 Financial Institutions Rating System known as the CAMELS  
19 supervisory rating system (or an equivalent rating under a  
20 comparable rating system), and a management rating under the  
21 composite rating of either 1 or 2 may meet no fewer than 4  
22 times annually, with at least one meeting held during each  
23 fiscal quarter. The board of directors of a credit union with  
24 less than \$50,000,000 in assets, but with the composite and  
25 management ratings referenced in this subsection, may meet no  
26 fewer than 4 times annually, with at least one meeting held

1       during each fiscal quarter, upon prior written approval of the  
2       Secretary. The meeting frequency schedule set forth in this  
3       subsection shall be available to an eligible credit union,  
4       irrespective of whether it has appointed an executive  
5       committee pursuant to Section 28.

6               (2) Unless specifically prohibited by the articles of  
7       incorporation or bylaws, directors and committee members may  
8       participate in and act at any meeting of the board or committee  
9       through the use of a conference telephone or other  
10      communications equipment by means of which all persons  
11      participating in the meeting can communicate with each other.  
12      Participation in the meeting shall constitute attendance and  
13      presence in person at the meeting of the person or persons so  
14      participating.

15               (3) Unless specifically prohibited by the articles of  
16       incorporation or bylaws, any action required by this Act to be  
17       taken at a meeting of the board of directors or a committee and  
18       any other action that may be taken at a meeting of the board of  
19       directors or a committee may be taken without a meeting if a  
20       consent in writing setting forth the action taken is signed by  
21       all the directors entitled to vote with respect to the subject  
22       matter thereof, or by all members of the committee, as the case  
23       may be. The consent shall be evidenced by one or more written  
24       approvals, each of which sets forth the action taken and bears  
25       the signatures of one or more directors or committee members.  
26       All the approvals evidencing the consent shall be delivered to

1 the secretary to be filed in the corporate records of the  
2 credit union. The action taken shall be effective when all the  
3 directors or committee members have approved the consent  
4 unless the consent specifies a different effective date. A  
5 consent signed by all the directors or all the members of a  
6 committee shall have the same effect as a unanimous vote, and  
7 may be stated as such in any document filed with the director  
8 under this Act.

9 (4) (a) As used in this subsection:

10 "Affiliate" means an organization established to serve the  
11 needs of credit unions, the business of which relates to the  
12 daily operations of credit unions.

13 "Compliance review documents" means reports, meeting  
14 minutes, and other documents prepared in connection with a  
15 review or evaluation conducted by or for the board of  
16 directors.

17 (b) This subsection applies to the board of directors in  
18 relation to its functions to evaluate and seek to improve any  
19 of the following:

20 (i) loan policies or underwriting standards;

21 (ii) asset quality;

22 (iii) financial reporting to federal or State  
23 governmental or regulatory agencies; or

24 (iv) compliance with federal or State statutory or  
25 regulatory requirements, including, without limitation,  
26 the manner in which it performs its duties under Section

1 30.

2 (c) Meetings, minutes of meetings, and reports of the  
3 board of directors shall be subject to the confidentiality and  
4 redaction standards set forth in this subsection.

5 (d) Except as provided in paragraph (e), compliance review  
6 documents and the deliberations of the board of directors are  
7 confidential. An affiliate of a credit union, a credit union  
8 regulatory agency, and the insurer of credit union share  
9 accounts shall have access to compliance review documents;  
10 however, (i) the documents remain confidential and (ii)  
11 delivery of compliance review documents to an affiliate or  
12 pursuant to the requirements of a credit union regulatory  
13 agency or an insurer of credit union share accounts do not  
14 constitute a waiver of the confidentiality granted in this  
15 Section.

16 (e) This Section does not apply to any civil or  
17 administrative action initiated by a credit union regulatory  
18 agency or an insurer of credit union share accounts.

19 (f) This Section shall not be construed to limit the  
20 discovery or admissibility in any civil action of any  
21 documents, including compliance review documents.

22 (g) Any report required under this Act to be furnished to  
23 the board of directors by the membership committee, credit  
24 committee, or any other committee may be submitted in a  
25 summary format that redacts personally identifiable  
26 information as defined under applicable State and federal law.

(h) Compliance review documents may be disclosed by the Secretary or a credit union to any person or entity to whom confidential supervisory information may be disclosed pursuant to subsection (3) of Section 9.1.

(Source: P.A. 103-289, eff. 7-28-23.)

(205 ILCS 305/34) (from Ch. 17, par. 4435)

Sec. 34. Duties of supervisory committee.

(1) The supervisory committee shall make or cause to be made an annual internal audit of the books and affairs of the credit union to determine that the credit union's accounting records and reports are prepared promptly and accurately reflect operations and results, that internal controls are established and effectively maintained to safeguard the assets of the credit union, and that the policies, procedures and practices established by the board of directors and management of the credit union are being properly administered. The supervisory committee shall submit a report of that audit to the board of directors and a summary of that report to the members at the next annual meeting of the credit union. It shall make or cause to be made such supplementary audits as it deems necessary or as are required by the Secretary or by the board of directors, and submit reports of these supplementary audits to the Secretary or board of directors as applicable. If the supervisory committee has not engaged a licensed certified public accountant or licensed certified public

1 accounting firm to make the internal audit, the supervisory  
2 committee or other officials of the credit union shall not  
3 indicate or in any manner imply that such audit has been  
4 performed by a licensed certified public accountant or  
5 licensed certified public accounting firm or that the audit  
6 represents the independent opinion of a licensed certified  
7 public accountant or licensed certified public accounting  
8 firm. The supervisory committee must retain its tapes and  
9 working papers of each internal audit for inspection by the  
10 Department. The report of this audit must be made on a form  
11 approved by the Secretary. A copy of the report must be  
12 promptly delivered to the Secretary as set forth in paragraph  
13 (C) of subsection (3).

14 (2) The supervisory committee shall make or cause to be  
15 made at least once each year a reasonable percentage  
16 verification of members' share and loan accounts, consistent  
17 with rules promulgated by the Secretary.

18 (3) (A) The supervisory committee of a credit union with  
19 assets of \$10,000,000 or more shall engage a licensed  
20 certified public accountant or licensed certified public  
21 accounting firm to perform an annual external independent  
22 audit of the credit union's financial statements in accordance  
23 with generally accepted auditing standards and the financial  
24 statements shall be issued in accordance with accounting  
25 principles generally accepted in the United States of America.

26 (B) The supervisory committee of a credit union with

1 assets of ~~\$5,000,000 or more, but less than \$10,000,000 may,~~  
2 ~~at its option, shall~~ engage a licensed certified public  
3 accountant or licensed certified public accounting firm to  
4 perform on an annual basis: (i) ~~the an agreed-upon~~ procedures  
5 ~~engagement under attestation standards established by the~~  
6 ~~American Institute of Certified Public Accountants~~ to  
7 minimally satisfy the supervisory committee internal audit  
8 standards set forth in subsection (1) within the standards  
9 established by the American Institute of Certified Public  
10 Accountants; (ii) an external independent audit of the credit  
11 union's financial statements pursuant to the standards set  
12 forth in paragraph (A) of subsection (3); or (iii) an external  
13 independent audit of the credit union's financial statements  
14 in accordance with subsection (5).

15 (C) Notwithstanding anything to the contrary in Section 6,  
16 each credit union organized under this Act shall select the  
17 annual period it desires to use for purposes of performing the  
18 external independent audit, agreed-upon procedures engagement,  
19 or internal audit described in this Section. The annual period  
20 may end on the final day of any month and shall be construed to  
21 mean once every calendar year and not once every 12-month  
22 period. Irrespective of the annual period selected, the credit  
23 union shall complete its external independent audit report,  
24 agreed-upon procedures report, or internal audit report and  
25 deliver a copy to the Secretary no later than 120 days after  
26 the effective date of the audit or engagement, which shall

1 mean the last day of the selected annual period. A credit union  
2 or group of credit unions may obtain an extension of the due  
3 date upon application to and receipt of written approval from  
4 the Secretary.

5 (D) If the credit union engages a licensed certified  
6 public accountant or licensed certified public accounting firm  
7 to perform an annual (i) external independent audit of the  
8 credit union's financial statements pursuant to the standards  
9 in paragraph (A) of subsection (3); (ii) regulatory basis  
10 financial statement audit pursuant to the standards in  
11 subsection (5); or (iii) or an annual agreed-upon procedures  
12 engagement pursuant to the standards in paragraph (B) of  
13 subsection (3), then the annual internal audit requirements of  
14 subsection (1) shall be deemed satisfied and met in all  
15 respects.

16 (4) In determining the appropriate balance in the  
17 allowance for loan losses account, a credit union may  
18 determine its historical loss rate using a defined period of  
19 time of less than 5 years, provided that:

20 (A) the methodology used to determine the defined  
21 period of time is formally documented in the credit  
22 union's policies and procedures and is appropriate to the  
23 credit union's size, business strategy, and loan portfolio  
24 characteristics and the economic environment of the areas  
25 and employers served by the credit union;

26 (B) supporting documentation is maintained for the

1           technique used to develop the credit union loss rates,  
2           including the period of time used to accumulate historical  
3           loss data and the factors considered in establishing the  
4           time frames; and

5           (C) the external auditor conducting the credit union's  
6           financial statement audit has analyzed the methodology  
7           employed by the credit union and concludes that the  
8           financial statements, including the allowance for loan  
9           losses, are fairly stated in all material respects in  
10          accordance with U.S. Generally Accepted Accounting  
11          Principles, as promulgated by the Financial Accounting  
12          Standards Board, or the regulatory basis of accounting  
13          identified in subsection (5).

14          (5) A credit union with total assets of less than  
15          \$10,000,000 that does not engage a licensed certified public  
16          accountant or licensed certified public accounting firm to  
17          perform an annual external independent audit of the credit  
18          union's financial statements pursuant to the standards in  
19          paragraph (A) of subsection (3) is not required to determine  
20          its allowance for loan losses in accordance with generally  
21          accepted accounting principles. Any such credit union may  
22          instead use any reasonable reserve methodology, including  
23          incurred loss, if it adequately covers known and probable loan  
24          losses and complies with the Department's rule addressing loan  
25          loss accounting procedures in 38 Ill. Adm. Code 190.70. Any  
26          such credit union shall also have the option of engaging a

1       licensed certified public accountant or licensed certified  
2       public accounting firm to perform a financial statement audit  
3       in accordance with this regulatory basis of accounting rather  
4       than the standards in paragraph (A) of subsection (3).

5               (6) A majority of the members of the supervisory committee  
6       shall constitute a quorum.

7               (7) On an annual basis commencing January 1, 2015, the  
8       members of the supervisory committee shall receive training  
9       related to their statutory duties. Supervisory committee  
10      members may receive the training through internal credit union  
11      training, external training offered by the credit union's  
12      retained auditors, trade associations, vendors, regulatory  
13      agencies, or any other sources or on-the-job experience, or a  
14      combination of those activities. The training may be received  
15      through any medium, including, but not limited to,  
16      conferences, workshops, audit closing meetings, seminars,  
17      teleconferences, webinars, and other Internet-based delivery  
18      channels.

19               (Source: P.A. 101-81, eff. 7-12-19; 102-496, eff. 8-20-21;  
20      102-774, eff. 5-13-22.)

21               (205 ILCS 305/63) (from Ch. 17, par. 4464)

22               Sec. 63. Merger and consolidation.

23               (1) Any two or more credit unions, regardless of whether  
24       or not they have the same common bond, may merge or consolidate  
25       into a single credit union. A merger or consolidation may be

1 with a credit union organized under the laws of this State or  
2 of another state or of the United States and is subject to the  
3 approval of the Secretary. It must be made on such terms as  
4 have been agreed upon by a vote of a majority of the directors  
5 present at a meeting of the board of directors of each credit  
6 union at which a quorum is present, and approved by an  
7 affirmative vote of a majority of the members of the merging  
8 credit union being absorbed present at a meeting, either in  
9 person or by proxy, duly called for that purpose, except as  
10 hereinafter specified. Notice of the meeting stating the  
11 purpose must be sent by the secretary ~~Secretary~~ of each  
12 merging credit union being absorbed to each member by mail or  
13 electronic record as authorized by Section 10.2 of this Act at  
14 least 45 but no more than 90 days before the date of the  
15 meeting, except as specified in this Act.

16 (1.5) If the Secretary determines the merging credit union  
17 is not yet in danger of insolvency but supervisory concerns  
18 exist as described in this paragraph (1.5), and upon agreement  
19 of the boards of directors of the merging and continuing  
20 credit unions as confirmed by a majority vote of the directors  
21 present at a meeting of each board at which a quorum is  
22 present, the Secretary may permit the merger to become  
23 effective without (i) an affirmative vote of the membership of  
24 the merging credit union otherwise required by paragraph (1)  
25 of Section 63, (ii) adherence to the merging credit union  
26 membership meeting notice requirement set forth in subsection

(1) of Section 63, or (iii) both. For the avoidance of doubt, if supervisory concerns exist, the Secretary and both credit unions may agree to conduct the merging credit union membership meeting, but on a timeline shorter than that prescribed in subsection (1) of Section 63. Supervisory concerns supporting such a waiver or adjustment of the merging credit union membership notice and voting process include without limitation, abandonment of management or officials, or both, of the merging credit union and the inability to find suitable replacements; material loss of sponsor support; serious and persistent recordkeeping problems or deficiencies; or sustained material decline in financial condition supported by at least 12 months of historical data that reflects the merging credit union's net worth is declining at a rate that will take it under 2% net worth within 18 months.

(2) One of the merging credit unions may continue after the merger or consolidation either as a surviving credit union retaining its identity or as a new credit union as has been agreed upon under the terms of the merger. At least 9 members of the new proposed credit union must apply to the Department for permission to organize the new credit union. The same procedure shall be followed as provided for the organization of a new credit union.

(3) After approval by the members of the credit union which is to be absorbed by the merger or consolidation, the chairman or president and the secretary of each credit union

1 shall execute a certificate of merger or consolidation, which  
2 shall set forth all of the following:

3 (a) The time and place of the meeting of each board of  
4 directors at which the plan was agreed upon;

5 (b) The vote in favor of the adoption of the plan;

6 (c) A copy of each resolution or other action by which  
7 the plan was agreed upon;

8 (d) The time and place of the meeting of the members of  
9 the absorbed credit union at which the plan agreed upon  
10 was approved; and,

11 (e) The vote by which the plan was approved by the  
12 members of the absorbed credit union.

13 (4) Such certificate and a copy of the plan of merger or  
14 consolidation agreed upon shall be mailed to the Secretary for  
15 review. If the provisions of this Act have been complied with,  
16 the certificate shall be approved by him, and returned to the  
17 credit unions which are parties to the merger or consolidation  
18 within 30 days. When so approved by the Secretary the  
19 certificate shall constitute the Department's certificate of  
20 approval of the merger or consolidation.

21 (5) Upon issuance of the certificate of approval, each  
22 merging credit union which was absorbed shall cease operation.  
23 Each party to the merger shall file the certificate of  
24 approval with the Recorder or County Clerk of the county in  
25 which the credit union has or had its principal office.

26 (6) Each credit union absorbed by the merger or

1 consolidation shall return to the Secretary the original  
2 statement of incorporation, certificate of approval of  
3 incorporation, and the bylaws of the credit union. The  
4 surviving credit union shall continue its operation under its  
5 existing certificate of approval, articles of incorporation,  
6 and the bylaws or if a new credit union has been formed, under  
7 the new certificate of approval, articles of incorporation,  
8 and bylaws.

9 (7) All rights of membership in and any obligation or  
10 liability of any member to any credit union which is party to a  
11 consolidation or merger are continued in the surviving or new  
12 credit union without reservation or diminution.

13 (8) A pending action or other judicial proceeding to which  
14 any of the consolidating or merging credit unions is a party  
15 does not abate by reason of the consolidation or merger.

16 (Source: P.A. 101-567, eff. 8-23-19.)".