

**Teachers' Retirement System
of the State of Illinois**



**REQUEST FOR PROPOSALS FOR
EXECUTIVE SEARCH FIRM**

Issued September 4, 2020

Responses due September 23, 2020 by 2:00 pm CST

Table of Contents

I. Introduction	3
II. Summary Description of TRS.....	3
III. Services Required.....	4
IV. Proposal Content	4
V. Submission of Proposals	6
VI. Evaluation Process.....	7
VII. Anticipated Timeline	8
VIII. General Conditions	8
Appendix A: Statement of Minimum Qualifications	11
Appendix B: Reference Authorization Letter.....	12
Appendix C: Questionnaire.....	13
Appendix D: Vendor Type Verification Form.....	17
Appendix E: Fee Proposal	18
Appendix F: Sample Agreement	19
Appendix G: Executive Director Position Description	30

I. Introduction

The Teachers' Retirement System of the State of Illinois (the System or TRS) is requesting proposals for the purpose of retaining an executive search firm to assist the Board of Trustees in recruiting and hiring an Executive Director. The objective of this Request for Proposal is to solicit competitive proposals from qualified firms in sufficient detail to permit objective evaluation of all proposals which may result in a contract to provide executive search services to the Teachers' Retirement System.

TRS is committed to increasing racial, ethnic, and gender diversity in all aspects of its utilization of vendors to provide goods and services to the System, to the greatest extent feasible, and within the bounds of financial and fiduciary prudence. To that end, the System strongly encourages qualified minority, female, disabled, and veteran-owned firms to submit proposals to this RFP.

A proposer's preparation and submittal of a proposal or subsequent participation in presentations or contract negotiations creates no obligation on the System to award a contract or to pay any associated costs. All proposals and related materials will be retained by the System and will be subject to disclosure as required in accordance with the Illinois Freedom of Information Act.

II. Summary Description of TRS

The General Assembly created the Teachers' Retirement System of the State of Illinois (TRS or the System) in 1939. TRS administers a multiple-employer public pension plan to provide its members with retirement, disability, and death benefits. Membership is mandatory for all full-time, part-time, and substitute Illinois public school personnel employed outside the city of Chicago in positions requiring certification by the Illinois State Board of Education. Persons employed at certain state agencies relating to education are also TRS members. The System serves over 423,500 members and had over \$53.4 billion in assets held in trust for its membership as of July 31, 2020.

The retirement system is administered as a qualified plan under the Internal Revenue Code. TRS benefits and investments are governed by Articles 1, 16, and 20 of the Illinois Pension Code, 40 ILCS 5. Funding comes from member contributions, contributions by TRS-covered employers, the state of Illinois, and investment income. The System's most recent Comprehensive Annual Financial Report as well as a variety of other information about TRS is available on the TRS website at <https://www.trsil.org>.

A Board of Trustees (the Board) is responsible for the general administration of the System, including the duties granted to it under Article 16 of the Illinois Pension Code, 40 ILCS 5/16. Under the direction of the Executive Director employed by the Board, the day-to-day administration of the System is delegated to the System's staff. The Executive Director resigned the position on August 3, 2020. Concurrently, the Board appointed an Acting Executive Director to serve until a permanent Executive Director is employed.

III. Services Required

TRS is seeking a professional executive search firm to assist the Board of Trustees in conducting a nationwide search for a well-qualified Executive Director. A position description for Executive Director is attached to this RFP as Appendix G. The Executive Director is appointed by and reports to the TRS Board of Trustees. Through direct reports, which include the Chief Investment Officer, Chief Financial Officer, Chief Benefits Officer, Chief Legal Counsel, Chief Human Resources Officer, Director of Information Technology, Director of Internal Audit and Risk, Director of Communications, Director of Operations and Executive Assistant, the Executive Director is responsible for the detailed, day-to-day administration of the System which employs approximately 200 employees in its main offices located in Springfield and a satellite office located in Lisle, Illinois. The Executive Director's responsibilities include:

- Providing strategic direction, planning, and leadership for the System
- Organizing, developing, and supervising a management team to provide superior membership service and investment results
- Maintaining oversight of investment and administrative operations
- Maintain oversight of the pension administration software implementation and utilization
- Serving as the primary interface with the TRS Board of Trustees
- Establishing connections to stakeholders including retiree groups, government officials, investment community, and public retirement industry

On request, the search firm may be required to meet with System staff and to attend TRS Committee and Board of Trustees meetings to present the status and results of the firm's search.

IV. Proposal Content

At a minimum, the proposal must include the following information to be considered for the engagement. For ease of review, each requirement should be addressed in a separate section preceded by an index tab to identify the subject of the section. The proposal should be formatted on consecutively numbered pages and include a table of contents. Failure to provide information in the prescribed format may result in rejection of the proposal. All responses will be subject to verification for accuracy. **Proposals containing false or misleading information will be rejected.**

A. Cover Letter

A cover letter, which will be considered an integral part of the proposal package, in the form of a standard business letter, must be signed by an individual authorized to bind the proposer contractually. This cover letter must indicate the signer is so authorized, and must indicate the signer's title or position. An unsigned proposal will be rejected. The cover letter must also include:

- a. A statement that the proposal meets all requirements of this RFP, and that the offer tendered by the proposal will remain in full force and effect until, and may be accepted by the Board of Trustees of the Teachers' Retirement System of the State of Illinois, at any time prior to June 30, 2021.
- b. A statement certifying that the proposer either: (a) it is not required to register or (b) it is registered as a business entity with the State Board of Elections pursuant to the Procurement Code, 30 ILCS 500/20-160 and acknowledges a continuing duty to update such registration pursuant to the Procurement Code; and that proposer acknowledges that any Agreement awarded as a result of this RFP is voidable under Section 50-60 of the Procurement Code if the proposer fails to comply with the business entity registration requirements. **30 ILCS 500/20-160; 30 ILCS 500/50-60.**
- c. A statement that the proposal is being made without fraud or collusion; that the proposer has not offered or received any finder's fees, inducements, or any other form of remuneration, monetary or non-monetary, from any individual or entity; and that the proposer has not conferred or promised to confer, on any individual or entity, any payment, loan, advance, services, or any other form of remuneration in connection with the award of this engagement.
- d. A disclosure of any current business relationship or any current negotiations for prospective business with TRS, or with any member of the Board of Trustees or TRS staff, or any party currently rendering services to TRS.
- e. **A statement that the proposer is willing to enter into an agreement in the form attached to the RFP as Appendix B including all certifications and representations contained therein, and that the proposer acknowledges and understands that certain provisions in the sample agreement are required to be included in contracts with agencies of the State of Illinois are not subject to negotiation.**
- f. A statement that the proposer acknowledges that all documents submitted in response to this RFP and any resulting contract may be subject to disclosure under the Illinois Freedom of Information Act and/or the Illinois Open Meetings Act.
- g. An attestation by the signer that the information provided in the Proposal is true and accurate, and that the signer is aware that pursuant to the Illinois Pension Code, 40 ILCS 5/1-135, any person who knowingly makes any false statement or falsifies or permits to be falsified any record of a retirement system or pension fund created under this Code (i.e., the System) in an attempt to defraud the retirement system or pension fund is guilty of a Class 3 felony.

B. Statement of Minimum Qualifications

Proposers must complete and return the Minimum Qualifications Certification in the form contained in Appendix A.

C. Questionnaire

The questionnaire contained in Appendix C to this RFP must be completed and returned as part of the proposal.

D. Fee Proposal

Proposers must submit their fee in the format prescribed in Appendix E. Any deviation from the prescribed format which in the opinion of TRS is material may result in the rejection of the proposal. The proposed fee shall include all costs and expenses for providing the services to TRS as described in this RFP. Once finalists are selected, fees may be subject to a “best and final” offer process to be determined at the discretion of the System.

The fee proposal must expressly state that the proposed fees are guaranteed for the term of any resulting contract.

E. Contract

This Request for Proposal is neither a contract nor meant to serve as a contract.

It is anticipated that one or more of the proposals submitted in response to this Request for Proposal may be selected as the basis for negotiation of a contract with the proposer. Such a contract is presently contemplated to contain, at a minimum, the terms and conditions set forth in the sample agreement included as Appendix F, but will also incorporate the terms of the proposal submitted, as finally negotiated and approved by the System. TRS reserves the right to negotiate additions, deletions, or modifications to the sample agreement and/or the terms of proposals submitted.

Certain provisions in the sample agreement are required by the State of Illinois and are therefore not subject to negotiation. **Thus it is critically important that firms submitting proposals clearly and thoroughly identify any and all contractual concerns in their written proposal. Material changes to the sample agreement may preclude the proposal from further consideration.** A proposer that waits until contract negotiation to object to TRS contract terms may be precluded from further consideration.

V. Submission of Proposals

All proposals must be **received** at the address designated below **no later than 2:00 P.M. CST on September 23, 2020**. Submit five hard copies of the proposal and one write-protected copy on a CD-ROM or thumb drive in a sealed package to:

Heidi Darow, Purchasing Officer
Teachers' Retirement System of the State of Illinois
2815 West Washington Street
Springfield, IL 62794-9253

All hard copies must be submitted in one or more sealed envelope/package(s). One of the hard copies must be marked as the “Master Copy” and submitted in a loose-leaf, three-ringed binder which displays the proposer’s name on the outside front cover. **Do not submit the Master Copy with spiral binding.**

Clearly identify the outside of the sealed proposal package with the proposer’s name and return address in the upper left-hand corner and the statement “**SEALED PROPOSAL- DO NOT OPEN** - Response to Request for Proposals for Executive Search Firm, Issued September 4, 2020.” Failure to clearly identify the outside of the proposal package may result in the rejection of the proposal. TRS is not responsible for receipt of any proposal which is improperly labeled.

TRS accepts no responsibility for lost and/or late delivery of proposals. Whether mailed, hand-delivered, or delivered by carrier, the proposer is responsible for timely delivery on or before the above date and time. **Proposals that arrive late for any reason whatsoever, including mail delay or any other cause beyond the control of the proposer, will not be considered and will be returned unopened.**

Except as specifically requested by TRS, submission of proposals or any portion thereof via facsimile transmission, electronic, or magnetic media will not be allowed.

The proposals become the property of TRS upon submission. All costs for developing proposals and attending presentations and/or interviews are entirely the responsibility of the proposer and shall not be chargeable to TRS.

Only one proposal from an individual, firm, partnership, corporation, or combination thereof, will be considered for this engagement.

VI. Evaluation Process

A. Pre-Evaluation Review

Each proposal package will be date-stamped when received. Each proposal package will be inspected to ascertain that it is properly sealed and labeled. Proposals not passing this inspection may not be accepted. All proposals will be reviewed to determine if they contain all the required submittals specified in this RFP. Those not submitting all required information will be rejected.

B. Proposal Evaluation

Proposals that pass the pre-evaluation review will undergo an evaluation process conducted by TRS staff and/or members of the Board of Trustees. TRS will consider the following various elements in the decision process, ranked in no specific order, and will render a decision based on the perceived best value for the engagement. Fees will be one of the determining factors in this decision but will not be the primary determinative. Proposals will be evaluated based on criteria including:

- Understanding of the project
- Soundness of the approach and quality of the proposed services
- Firm qualifications including established record of success in similar searches
- Individual qualifications of the assigned staff
- Proposed deliverables
- Cost

During the evaluation process, proposers may be requested to provide additional information and/or clarify contents of their proposal. Other than information requested by TRS, no proposer will be allowed to alter the proposal or add new information after the filing date.

Finalists may be scheduled for one or more oral presentations or interviews with TRS staff or the Board of Trustees or a committee thereof. Not all proposers may be asked to participate. Finalist interviews may be scheduled in person or virtually at the discretion of TRS. No expenses or costs associated with interviews or Board presentations will be paid or reimbursed by TRS. Reference checks may be conducted for each finalist. TRS may require contract and fee negotiations to be completed prior to any presentation to the TRS Board or any committee thereof. Once finalists are selected, fees may be subject to a “best and final” offer process to be determined at the discretion of the System.

VII. Anticipated Timeline

Subject to change at TRS’s discretion

Date RFP Issued	September 4, 2020
Deadline for Submitting RFP Response	September 23, 2020
RFP Evaluation	September 23 – Early October 2020
Finalist Presentations	mid/late October 2020
Firm to Board/Selected	October 30, 2020

VIII. General Conditions

A. Clarification of the RFP

To maintain the integrity of the RFP process, interested proposers are expected to respond to this RFP to the best of their understanding **without asking questions or requesting clarification**. If a proposer discovers an error in this RFP, the proposer should immediately notify TRS of such error in writing to Heidi Darow at the following email address: purchasing@trsil.org. If deemed

necessary or appropriate in the System's discretion, TRS may clarify or modify any part of this RFP by posting notice on the TRS website prior to the proposal deadline.

B. Restrictions on Communication

Proposers must not discuss or share the contents of their proposals with other potential proposers. TRS policy and the Illinois state ethics law strictly limit communication during the search process. **Any attempt to initiate contact with TRS staff or TRS Trustees, other than as specifically stated in this RFP, may disqualify the proposer from further consideration.**

C. Prior Deficiencies

A proposer that is or has been deficient in current or recent contract performance in dealing with TRS or other clients may be disqualified unless the deficiency is shown to have been beyond the reasonable control of the proposer. TRS may reject a proposal from any proposer that is in default on any debt owed to, or contract with, TRS or other clients, or that is in default as surety or otherwise, upon any obligation to TRS, or has failed to perform faithfully any previous contract with TRS. Proposers that are newly formed business concerns having substantially the same owners, officers, directors, or beneficiaries as a previously existing non-responsible proposer may be disqualified unless the new organization can prove it was not set up for the purpose of avoiding an earlier declaration of non-responsibility.

D. Reservation of Rights

TRS reserves the right to withdraw this RFP, to accept or reject any or all proposals submitted, and to waive any immaterial deviation, defect, or irregularity, whenever it would be in the best interest of TRS to do so. Waiver of an immaterial deviation shall in no way modify the Request for Proposal or excuse a proposer from full compliance with all RFP requirements.

Proposals that contain false or misleading statements or that provide references which do not support an attribute or condition claimed by the proposer will be rejected. Issuance of the Request for Proposal creates no obligation to award a contract or to pay any costs incurred in the preparation of a proposal. Nothing in this RFP or any resulting contract shall preclude TRS from procuring services similar to those described herein from other sources.

E. No Confidentiality

Proposals and all materials submitted in response to this RFP cannot be considered confidential. All proposals and related materials will be retained by TRS and will be subject to disclosure as required in accordance with the Illinois Freedom of Information Act, 5 ILCS 140.

F. Equal Opportunity

TRS does not discriminate because of actual or perceived race, color, religion, sex, sexual orientation, age, marital status, pregnancy, order of protection status, military status, certain unfavorable discharges from military service, political affiliation, citizenship, ancestry, national

origin, physical or mental disability, genetic information, or any other characteristic protected by law. It is the System's intent to comply with all state, federal, and local equal employment opportunity laws and public policies.

G. Reference Checks

Reference checks may be conducted for each finalist. Please provide reference authorization letter in the format prescribed in Appendix B.

Appendix A: Statement of Minimum Qualifications

(Firm Name) _____ certifies that it meets the following minimum qualifications.

Please initial each as applicable.

1. _____ The proposer must have at least five years' experience conducting executive searches.

2. _____ The proposer should have experience conducting searches for public pension executives to be considered for the engagement.

Signed: _____ Date: _____

Title: _____

Appendix B: Reference Authorization Letter

[On prospective firm letterhead]

[Month, Day, Year]

[Reference Name]

[Reference Title]

[Company Name]

[Reference Address]

[City, State, Zip]

Dear [Reference Name]:

(Prospective Executive Search Firm Name) has submitted a proposal to the Teachers' Retirement System of the State of Illinois ("System") with regard to providing executive search services. The System is conducting its due diligence with regard to *(Prospective Firm Name)*. Through this written authorization, *(Prospective Firm Name)* hereby authorizes any individual, business, corporation, retirement system, state agency, or other entity to release any facts and information it may have concerning *(Prospective Firm Name)*, its principals, employees and agents, to the System.

A copy of this authorization may be used as if it were an original. Thank you for your assistance.

Sincerely,

Prospective Firm Name

Authorized Signature and Title

cc: Stan Rupnik, Acting Executive Director
Teachers' Retirement System of the State of Illinois

Appendix C: Questionnaire

This Questionnaire is designed to allow the System to gain a better understanding of the prospective executive search firm's qualifications and suitability for this engagement. For this reason, it is important to provide accurate, complete, and thorough information. Please attach the completed questionnaire to your proposal.

A. Organization and Management

1. Contact and Company Information:

Name of Firm: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Fax: _____
E-mail: _____
Federal Employer Identification Number: _____
Contact Person(s):
Name: _____ Phone: _____
Title: _____ Fax: _____

2. Give a brief history of your firm, including the year the firm began providing executive search services. Give specific details with regard to the nature of services provided, with special attention to public sector experience and specific experience with executive searches for public pension plans.
3. Describe in detail your firm's organizational structure, and identify any controlling stockholders, parents, subsidiaries, affiliates, partners, general partners, or principals (all such individuals or entities hereinafter collectively referred to as the "firm"). Provide each identified entity's involvement in executive search services within the last five years. Provide a complete listing of any affiliated companies or joint ventures and the nature of services or product provided.
4. Provide an organizational chart. Include the number of professionals in total. Also provide a short biography of your key employees including their title, function, number of years with your firm, years of experience, educational background and professional affiliations.
5. State qualifications and experience of personnel who would be assigned to staff this engagement, as well as current and planned role the individual will play, relative to this assignment.
6. Describe any changes in the firm's ownership structure, core line of business, or senior staffing within the last 18 months. Do you anticipate any such changes in the future? If so, describe.
7. Explain your firm's procedures in the event that a key person assigned to the proposed engagement leaves your firm during the engagement.

8. Describe other services besides executive search services, if any, offered by your firm. Please provide a listing of your firm's divisions along with their contribution to the firm's total revenues and expenses (in percentage terms). Is it anticipated that the entity the System is considering retaining may use the services of affiliated firms? Do you consider this a conflict of interest? Why or why not?

B. Civil and Criminal Matters

9. Has your firm or any predecessor firm ever been involved in any litigation arising from the firm's role as an executive search firm? Is your firm currently involved in any litigation? Please comment.
10. Has a civil legal judgment of any kind ever been entered against a shareholder, partner, officer or key employee of your firm or any predecessor firm? If the answer is yes, please provide the details including the date of judgment, jurisdiction and the current status of the proceeding.
11. Has any current shareholder, partner, officer or key employee of your firm ever been terminated or forced to resign from his/her employment for reasons related to professional competence, ethical and/or financial improprieties and/or unsatisfactory performance? If the answer is yes, please provide the details including the name of the individual and the identity of the former employer, together with a copy of the reference authorization letter (see the attached format that follows) sent to the former employer and a copy signed by the identified individual. Please also send a copy of each authorization letter to the System.
12. Has any shareholder, partner, officer or director of your firm ever been charged with and/or convicted of a criminal offense (other than traffic court violations) or charged by any regulatory agency with violations of financial or professional regulations? If the answer is yes, please provide all details including the caption of the proceeding and its disposition and/or status.

C. Executive Search Strategy and Process

13. Describe in detail your firm's understanding of the services requested by this RFP. Provide a narrative that supports why your company believes that it is qualified to undertake the proposed engagement.
14. Provide a detailed explanation of the search process the firm would employ. Describe the anticipated role of TRS staff and Trustees in the search process. Explain how the firm would identify, process, and evaluate the candidates.
15. Describe your firm's position and policies related to diversity. How does your firm work to assure diversity in the applicant pool and what expectations should the System should have related to the candidate pool presented for evaluation.
16. Describe your company's research capacity, including its network of professional contacts within large corporations, pension plans, trust funds, state agencies, or similar institutions, for

recruiting Executive Directors. Include comments with regard to your company's database of active, qualified executive-level professionals.

17. Provide a work plan, which should include the following:
 - a. A description of how the firm will narrow the field of candidates to those that best meet the System's needs.
 - b. How the firm will provide appropriate compensation research and advice to the System while adhering to Illinois law. Explain your firm's familiarity with Illinois law including the Job Opportunities for Qualified Applicants Act and the Illinois Equal Pay Act, as amended.
 - c. A description of the project management and procedures to be utilized, including documentation procedures, reference checking methodology, and background checking of candidates, including criminal history, for a search of this nature.
 - d. A description on how the firm will assist with candidate interviews, including participation by firm personnel and candidate scoring criteria.
 - e. Identify and describe any anticipated potential problems, the firm's approach to resolving these problems, and any special assistance that may be requested from the System.
 - f. A proposed timetable for performing the search, including estimated days/weeks allotted to each major task, staffing plan including both the firm and the System's resources, and a schedule of progress reports that would be submitted to the TRS Human Resources Department and the Board of Trustees or Committee thereof.
18. Provide details on how the firm would guarantee a replacement candidate in the event that the System or the individual hired as a result of the search terminates employment for any reason during a one-year period following the hire date.
19. Describe your company's record of successfully filling comparable vacancies and the average employment tenure of those placed.
20. Describe comparable searches conducted by your firm that were not successfully completed and comment on the reasons why they were not successful.

D. References

21. Provide a statement describing similar executive search services that your firm has performed over the last five years related to this type of project with comparable clients. The statement should include:
 - a. The name, address, and phone number of the client.

- b. The name and phone number of a responsible official who may be contacted as a reference.
- c. A summary description of the scope of the project and significant work completed, including the client's type of business and the size of its assets under management, if possible.
- d. The start and end date of the projects.

Appendix D: Vendor Type Verification Form

Please complete the information below as it applies to you/your company. This form must be included with your proposal.

Female Owned Business - Must be 51% independently owned by female(s) _____

Minority Owned Business - Must be 51% independently owned by minority(s) _____

Persons with Disability Business - Must be 51% independently owned by disabled person(s) _____

Combination of Above – Any combination of one or more of the three classes above which collectively represents at least 51% ownership _____

Veteran Owned Business - Must be 51% independently owned by veteran(s) _____

None of the above _____

Representative Signature

Date

Appendix E: Fee Proposal

Provide a not-to-exceed fixed fee price quote for this project, showing the fee for the project in total, which must include any and all costs, reimbursable expenses, or other charges to the System in connection with the assignment. The fee proposal must also include the following:

- A. The cost of a search by your firm, detailed by each task and all expenses associated therewith. Please detail search related expense to be borne by TRS outside of the fee to your firm.
- B. When payments will be due, as well as to what extent the System will be obligated if the search is not successfully completed by the agreed upon date.
- C. How your firm's fee proposal in connection with this project compares to your other clients' fee structures.
- D. The fee proposal should expressly state that the fee is guaranteed for the term of any resulting contract.

Appendix F: Sample Agreement

THIS [SAMPLE] AGREEMENT FOR PROFESSIONAL SERVICES (this “Agreement”) is made and entered into this _____ day of _____, 2020, by and between the Teachers’ Retirement System of the State of Illinois (the “System”), a retirement system established under and pursuant to the laws of the State of Illinois, and *[INSERT NAME/ADDRESS/LEGAL STATUS OF CONTRACTOR], a *[INSERT LEGAL STATUS OF CONTRACTOR] (“Contractor”).

WHEREAS, the System has need to obtain the professional services specified in this Agreement; and

WHEREAS, Contractor is qualified to and has agreed to provide such professional services; and

WHEREAS, the System has determined through the Request for Proposal (RFP) process that Contractor meets all qualifications described in the RFP to perform the services set forth herein;

WHEREAS, the TRS Board of Trustees resolved on _____ to engage Contractor to perform the work specified in this Agreement ,

NOW THEREFORE, Contractor agrees to provide the following professional services to the System as more fully detailed below:

Services: In accordance with the terms of this Agreement and any attachments hereto, the Request for Proposals for Executive Search Firm issued September 4, 2020 (the “RFP”), and Contractor’s response to the RFP (the “RFP Response”), Contractor shall provide executive search professional services to the System to assist the Board of Trustees in recruiting and hiring an Executive Director, in accordance with the RFP and the RFP Response which are incorporated into this Agreement as though fully set forth herein. The System shall have the sole discretion to interpret any discrepancies or inconsistencies between this Agreement, the RFP, and the RFP Response, which interpretation shall be final.

Compensation:

- a) [AS AGREED]
- b) Such fee shall include all normal business expenses, including all overhead expenses associated with Contractor’s business, such as clerical time and overtime, computer usage, telephone calls, tele-facsimiles, photocopying, and mailing an express delivery expenses.
- c) All out-of-pocket expenses attributable to performance of services under this Agreement, including without limitation, transportation, lodging, and meals during the

period of travel, shall be at Contractor's own expense, and the System shall have no obligation to reimburse Contractor for any such out-of-pocket expenses.

- d) Unless otherwise agreed upon and stated herein, this Agreement does not allow for reimbursement of any expenses incurred by Contractor, including but not limited to telephone, facsimile, Internet, or other communications device, computer, postage, delivery, copying, travel, transportation, lodging, food and per diem, clerical time, and overtime.

Billing: Contractor shall submit quarterly invoices for services provided hereunder in accordance with terms outlined below:

- a) By submitting an invoice, Contractor certifies that the professional services provided meet all requirements of the Agreement, that the amount billed is as allowed in the Agreement, and that any expenses billed are reimbursable under this Agreement.
- b) Invoices shall be signed by Contractor and shall set out Contractor's social security number or FEIN.
- c) Invoices submitted by Contractor for the professional services performed prior to July 1 must be presented to the System no later than July 15 of that year in order to ensure payment under this Agreement. Failure by Contractor to seek payment of invoices prior to July 15 may require Contractor to seek payment in the Illinois Court of Claims.
- d) Contractor shall not bill for any taxes unless accompanied by proof that TRS is subject to the tax. If necessary, Contractor may request the applicable Illinois tax exemption number and federal tax exemption information.

Payment: Payments will be paid in accordance with the Prompt Payment Act, 30 ILCS 540. Payment will be made in the amount earned to date of invoice, less previous partial payments. Final payment may be adjusted by the System if such adjustment is supported by a System audit. All recordkeeping shall be in accordance with sound accounting standards. TRS shall not be liable to pay for supplies or equipment provided or services rendered, including related expenses, incurred prior to the execution of this Agreement by all parties and the beginning of the term of this Agreement.

Term of the Agreement: The professional services under this Agreement shall be provided between date of execution and _____ unless earlier terminated in accordance with this Agreement.

Amendment and Changes: This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be in writing and fully executed by the parties.

Applicable Law: This Agreement and Contractor's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws. This

Agreement shall be construed and governed in accordance with the laws of the State of Illinois to the extent that such laws are not pre-empted by the laws of the United States of America. By entering into this Agreement, Contractor agrees to submit to the exclusive jurisdiction of the state and federal courts of Illinois and agrees that any action or proceeding against the System arising out of or in connection with this Agreement shall be instituted in the Illinois Court of Claims. The System shall not enter into binding arbitration to resolve any dispute arising out of this Agreement. The System does not waive sovereign immunity by entering into this Agreement.

Bankruptcy: Contractor shall promptly notify the System if Contractor becomes insolvent, files a petition in bankruptcy, becomes a party to an involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors. In such an event, the System may immediately cancel all or any portion of this Agreement upon written notice.

Building Security: Contractor shall comply with the System's security procedures during the time Contractor's personnel are on the premises.

Certifications and Conflicts: Contractor certifies that it is not legally prohibited from contracting with TRS or the State of Illinois, has no known conflicts of interest, and further specifically certifies as follows:

- a) **Educational Loan:** Contractor, in accordance with the Educational Loan Default Act, is not in default on an educational loan. **5 ILCS 385.**
- b) **Ethics:** Contractor acknowledge that employees and trustees of TRS are subject to the State Officials and Employees Ethics Act, that TRS has adopted a gift ban more restrictive than required by state law, and agrees to refrain from bestowing or offering gifts of any monetary or non-monetary value to TRS employees or trustees. Contractor agrees to complete ethics training upon request. **5 ILCS 430.**
- c) **Bribery:** Contractor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other state, nor made an admission of guilt of such conduct that is a matter of record. TRS shall declare this Agreement void if this certification is false. **30 ILCS 500/50-5.**
- d) **Felony:** If Contractor has been convicted of a felony, at least five years has passed after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business. TRS shall declare this Agreement void if this certification is false. **30 ILCS 500/50-10.**
- e) **Sarbanes-Oxley:** If Contractor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, 815 ILCS 5, at least five years has passed from the date of conviction. Contractor is not barred from being awarded a contract under 30 ILCS 500/50-10.5, and acknowledges that TRS shall declare this Agreement void if this certification is false. **30 ILCS 500/50-10.5.**

- f) **Debt Delinquency:** Contractor and its affiliates are not delinquent in the payment of any debt to the State, or if delinquent, have entered into a deferred payment plan to pay off the debt. Contractor further certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-11, and acknowledges that TRS may declare this Agreement void if this certification is false, or if Contractor later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. **30 ILCS 500/50-11; 30 ILCS 500/50-60.**
- g) **Illinois Use Tax:** Contractor is not barred from being awarded a contract under 30 ILCS 500/50-12, and acknowledges that TRS may declare this Agreement void if this certification is false. Contractor shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act, and acknowledges that failure to comply can result in this Agreement being declared void. **30 ILCS 500/50-12.**
- h) **Environmental Protection:** Contractor has not committed a willful or knowing violation of the Environmental Protection Act (EPA) relating to civil penalties within the last five years, and is therefore not barred from being awarded a contract. If this certification is later determined to be false, Contractor acknowledges that the System may declare this Agreement void. **30 ILCS 500/50-14.**
- i) **Lead Poisoning:** Contractor is not in violation of the Illinois Procurement Code provision prohibiting owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act from doing business with the State until the violation is mitigated. **30 ILCS 500/50-14(c), 410 ILCS 45.**
- j) **Conflict of Interest:** Contractor does not have any public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest which does or may conflict in any manner with Contractor's obligations under this Agreement. Contractor has disclosed, and agrees it is under a continuing obligation to disclose to TRS, financial or other interests, public or private, direct or indirect, that may be a potential conflict of interest or which would prohibit Contractor from entering into or continuing to perform under this Agreement. Contractor further certifies that, in the performance of this Agreement, no person having any such interest shall be employed by Contractor. If any elected or appointed State officer or employee, or spouse or minor child of same has any ownership or financial interest in Contractor or this Agreement, Contractor certifies that it has disclosed that information to TRS, and any waiver of the conflict has been issued in accordance with applicable law and rule. Membership in the Teachers' Retirement System of the State of Illinois does not constitute a conflict of interest within the meaning of this paragraph. **30 ILCS 500/50-13, 30 ILCS 500/50-15, 30 ILCS 500/50-35.**
- k) **Inducement:** Contractor has not offered or paid any money or valuable thing to induce any person not to bid for a State contract, and has not accepted any money or valuable thing, or acted upon the promise of same, for not bidding on a State contract. **30 ILCS 500/50-25.**

- l) **Non-Solicitation:** Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this Agreement.
- m) **Revolving Door:** Contractor is not in violation of the “revolving door prohibition” on procurement activity relating to a State agency. **30 ILCS 500/50-30.**
- n) **Anticompetitive Practices:** Contractor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State. **30 ILCS 500/50-40, 30 ILCS 500/50-45, 30 ILCS 500/50-50.**
- o) **Business Entity Registration:** Contractor certifies either: (a) it is not required to register or (b) it is registered as a business entity with the State Board of Elections pursuant to the Procurement Code, 30 ILCS 500/20-160 and acknowledges a continuing duty to update such registration pursuant to the Procurement Code. Contractor acknowledges that this Agreement is voidable under Section 50-60 of the Procurement Code if Contractor fails to comply with the business entity registration requirements. **30 ILCS 500/20-160; 30 ILCS 500/50-60.**
- p) **ERI:** Contractor has informed the System in writing if Contractor was formerly employed by the System and received an early retirement incentive prior to 1993 under 40 ILCS 5/14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the “contractual services” or other appropriation line items. Contractor has not received an early retirement incentive in or after 2002 under 40 ILCS 5/14-108.3 or 40 ILCS 5/16-133.3 of the Illinois Pension Code, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the “contractual services” or other appropriation line items. **30 ILCS 105/15a.**
- q) **Drug Free Workplace:** Contractor will provide a drug free workplace and will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of this Agreement. This certification applies to contracts of \$5,000 or more with individuals, and to entities with 25 or more employees. **30 ILCS 580.**
- r) **International Boycott:** Neither Contractor, nor any substantially owned affiliate, is or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000. **30 ILCS 582.**
- s) **Forced Labor:** In accordance with the State Prohibition of Goods from Forced Labor Act, no foreign-made equipment, materials, or supplies furnished under this Agreement

have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. **30 ILCS 583.**

- t) **Child Labor:** In accordance with the State Prohibition of Goods from Child Labor Act, no foreign-made equipment, materials, or supplies furnished under this Agreement have been or will be produced in whole or part by the labor of any child under the age of 12. **30 ILCS 584.**
- u) **Bid Rigging/Rotating:** Contractor has not been convicted of bid rigging or bid rotating or any similar offense of any state or of the United States. **720 ILCS 5/33E-3, E-4.**
- v) **Nondiscrimination/Equal Employment Opportunity:** Contractor will comply with applicable provisions of the State and Federal constitutions, laws, and regulations pertaining to unlawful discrimination, harassment, and equal employment opportunity, including but not limited to the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, the Public Works Employment Discrimination Act, and the Illinois Human Rights Act. **42 USC 12101 et seq., 775 ILCS 5, 775 ILCS 10.**
- w) **Discriminatory Club:** Contractor does not pay dues or fees, or subsidize or otherwise reimburse its employees or agents for any dues or fees to any discriminatory club. **775 ILCS 25.**
- x) **Affiliates:** Contractor shall disclose the names and addresses of (i) itself; (ii) any entity that is a parent of, or owns a controlling interest in Contractor; (iii) any entity that is a subsidiary of, or in which a controlling interest is owned by, Contractor; (iv) any persons who have an ownership or distributive income share in Contractor that is in excess of 7.5%; or (v) who serves as an executive officer of Contractor. **40 ILCS 5/1-113.14(c)(5).**

Confidential Data and Information: Contractor, including its personnel, agents, and subcontractors, may have access to, collect, or receive confidential data, member records, or other information owned or maintained by the System in the course of carrying out its responsibilities under this Agreement. The System hereby designates all information received or accessed pursuant to this Agreement as confidential unless otherwise designated in writing by the System. Contractor shall not unnecessarily communicate such data or information within Contractor's operations. No such data or information shall be used for competitive purposes nor disclosed or disseminated except as authorized by law and with the written consent of the System, either during the period of this Agreement or thereafter. Contractor must return all such data and information, in whatever form it is maintained, promptly at the end of the Agreement or earlier at the request of the System, or shall notify the System in writing of its destruction. The foregoing obligations do not apply to confidential data or information lawfully in the receiving party's possession prior to acquisition under this Agreement, received in good faith from a third party not subject to any confidentiality obligation, that is or becomes publicly known through no breach of confidentiality obligation, or that is independently developed by the receiving party without the use or benefit of the System's data or information.

Employment Status:

- a) Contractor and all personnel that Contractor assigns to perform services under this Agreement are not employees of the System and amounts paid pursuant to this Agreement do not constitute compensation paid to any employee of the System. The System assumes no liability for actions of Contractor or its personnel under this Agreement and this Agreement is not subject to the State Employee Indemnification Act, as amended, 5 ILCS 350.
- b) Contractor represents, warrants, and agrees that all professionals who provide services pursuant to this Agreement are partners or employees of Contractor, are treated as partners or employees of Contractor for tax reporting purposes, and are provided all benefits of such partnership or employment that are provided or accrue to Contractor's partners and employees, including, without limitation, health insurance, life insurance, disability insurance, workers' compensation, vacation, paid holidays, sick leave, and the like.

Entire Agreement: This Agreement, together with any exhibits or attachments hereto, constitutes the entire agreement between the parties concerning the subject matter of this Agreement, and supersedes all prior proposals and contracts between the parties concerning the subject matter of this Agreement. Any provision of this Agreement officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the System's and Contractor's terms, conditions, and attachments, the System's terms, conditions, and attachments shall prevail.

Execution of Originals: This Agreement may be executed in two or more counterparts, any one of which shall be an original without reference to the others.

FEIN Certification: Under penalties of perjury, Contractor certifies that the legal name of business, taxpayer identification number, and legal status listed below are correct.

Contractor's legal name of business: _____

Taxpayer Identification Number: _____

Legal status of business: _____

Tax classification: S = S Corporation
[Check only if legal status is C = Corporation
a limited liability company] P = Partnership

Fiduciary: In addition to, but not in lieu of any and all applicable fiduciary standards imposed under federal or state law, Contractor is a fiduciary with respect to the System and Contractor shall

perform its duties under this Agreement with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in an enterprise of like character and with like aims. Termination of this Agreement does not release Contractor from any of its fiduciary duties and obligations with respect to the System arising from services rendered under this Agreement.

Inability to Perform: Contractor agrees that if, due to death, illness, departure, or any other occurrence, any principal or principals of Contractor become unable to perform the services set forth in this Agreement, neither Contractor nor the surviving principals shall be relieved of their obligations to complete performance hereunder. Contractor may substitute other professionals to perform such services only upon approval of the System. Contractor shall immediately notify the System of any occurrence resulting in the inability of any principal or principals of Contractor to perform the services set forth in this Agreement, in which event the System, at its own option, may immediately terminate this Agreement upon written notice to Contractor.

Indemnification: Contractor shall indemnify, defend, save and hold harmless the System, its board members, trustees, officers, agents and employees, in both individual and official capacities, from and against any and all suits, actions, claims, demands, damages, losses, costs, and expenses, including attorney's fees and all expenses, which are the result of an error, omission or negligent act of Contractor or any of its employees or agents arising out of or resulting from the provision of Goods and/or performance of services under this Agreement, except where such is due to the active negligence of the party seeking to be indemnified. This paragraph is applicable to the full extent allowed by the laws of the State of Illinois and not beyond any extent that would render this paragraph void or unenforceable.

Independent Contractor: Contractor is an independent contractor in the performance of this Agreement, and is not an agent, employee, partner, or in joint venture with the System. All payments by the System shall be made on that basis. Contractor and its employees are not employees of the System and amounts paid pursuant to this Agreement do not constitute compensation paid to an employee of the System. All personnel performing services pursuant to this Agreement are employees of Contractor, are treated as employees of Contractor for tax reporting purposes, and are provided all benefits of such employment that are provided or accrue to Contractor's employees, including, without limitation, health insurance, life insurance, disability insurance, workers' compensation, vacation, paid holidays, sick leave, and the like. The System assumes no liability for actions of Contractor or its employees under this Agreement and this Agreement is not subject to the State Employee Indemnification Act, 5 ILCS 350.

Information Technology Accessibility: All electronic and information technology provided under this Agreement must comply with the applicable requirements of the Illinois Information Technology Accessibility Act, 30 ILCS 587, and any standards promulgated thereunder.

Insurance: Contractor shall, at its sole cost and expense, procure and maintain in full force and effect during the term of this Agreement, a Certificate of Insurance naming the System as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days' notice has been provided to the System. Contractor shall provide in the following minimum amounts: (a) General Commercial Liability-occurrence form in the

amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage); and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Contractor's obligation to indemnify, defend, or settle any claims.

Nonexclusive Agreement: Contractor understands, acknowledges, and agrees that Contractor does not have an exclusive agreement with the System to provide the supplies, equipment, and/or services hereunder, and that the System may engage others to provide the same or similar goods and/or services without any obligation to Contractor.

Notices: Notices and any other communication provided for herein shall be given in writing to the contacts designated below by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express, or other similar and reliable carrier), by email, or by fax showing the date and time of successful receipt. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either party may change the following contact information:

Contractor: [Company Name]
Attention:
[Mailing Address]
[City, State Zip Code]
Phone:
Fax:
Email:

TRS: Teachers' Retirement System of the State of Illinois
Attention: Heidi Darow, Purchasing Officer
2815 W. Washington St., P.O. Box 19253
Springfield, Illinois 62794-9253
Phone: 217-814-2049
Fax: 217-753-0969
Email: Purchasing@trsil.org

No Waiver: Except as specifically waived in writing, failure by either party to exercise or enforce a right or obligation under this Agreement shall not affect any subsequent ability to exercise or enforce a right or obligation.

Records Retention: Contractor and its subcontractors agree to comply with Section 20-65 of the Illinois Procurement Code, 30 ILCS 500/20-65, and shall maintain adequate books and records relating to the performance of this Agreement and necessary to support amounts charged to the System under this Agreement. Books and records, including information stored in databases or other computer systems, shall be maintained by Contractor and its subcontractors for a period of three years from the later of the date of final payment under the Agreement or completion of the Agreement. Such three-year period shall be extended for the duration of any audit in progress at the time of that period's expiration. Such books and records shall be available for review or audit

by the Illinois Auditor General, other governmental entities with monitoring authority, and the System, upon reasonable notice and during normal business hours. Contractor and its subcontractors shall cooperate fully with any such review or audit. Failure to maintain such books and records shall establish a presumption in favor of the System for the recovery of any funds paid by the System under this Agreement for which adequate books and records are not available. Contractor shall not impose a charge or pass on fees or costs for review or audit of such books and records. Contractor shall take reasonable steps to ensure that its subcontractors are in compliance with this provision.

RFP or Bid: The System's Request for Proposal (RFP), Invitation to Bid, or any similar document soliciting contractors for the work set forth herein, and Contractor's response thereto, are hereby incorporated by reference into this Agreement as though fully set forth herein. To the extent that there are any conflicts between the RFP or bid document and this Agreement, this Agreement shall prevail.

Severability: Any provision, covenant, or condition of this Agreement which is held by a court of competent jurisdiction to be invalid or not enforceable in any jurisdiction, shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Subcontracting and Assignment:

- a) This Agreement may not be assigned or transferred in whole or in part without a written amendment duly executed by both parties.
- b) If Contractor intends to utilize one or more subcontractors in performance of this Agreement, Contractor shall provide prior written notice to the System identifying the names and addresses of all such subcontractors to be utilized by Contractor in the performance of this Agreement, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor will receive from Contractor for such work. This Agreement shall apply to and bind all subcontractors utilized by Contractor in the performance of this Agreement as fully and completely as Contractor is hereby bound and obligated. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work or to provide equipment or supplies covered by the Agreement.

Termination:

- a) This Agreement may be terminated at any time by the mutual consent of the System and Contractor.
- b) Either party may, without the consent of the other party, terminate this Agreement upon 30 days' prior written notice to the other party.

- c) Notwithstanding any contrary provision in this Agreement, this Agreement may be terminated at the option of the System whenever the System determines that such termination is in its best interests, upon 30 days' prior written notice to Contractor.
- d) Upon notice of termination, Contractor shall cease work under this Agreement except work that TRS directs in writing to be completed, and take all necessary or appropriate steps to limit disbursements and minimize costs, and cooperate in good faith with TRS during the transition period between notification of termination and substitution of any replacement contractor. Contractor shall be entitled to payment for satisfactory supplies, equipment and/or services provided under the Agreement. In the event the System and Contractor cannot agree to the amount of payment due Contractor, Contractor will receive a percentage of payment provided under the Agreement equal to the percentage of work completed prior to termination of the Agreement. Contractor shall immediately return to TRS any payments for supplies, equipment, or services that were not rendered by Contractor.
- e) Termination of this Agreement shall not relieve either party of any obligations hereunder which were incurred prior to the date upon which the termination is effective.

Third Parties Operating Policy: Contractor shall also comply with the System's Third Parties Operating Policy which shall be provided to Contractor and their personnel.

Use and Ownership: All work performed or created by Contractor under this Agreement, whether written documents or data, goods, or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the System is granted sole and exclusive ownership to all such work, unless otherwise agreed to herein. Contractor hereby assigns to the System all right, title, and interest in and to any such work including any related intellectual property rights, and/or waives any and all claims that Contractor may have to such work including the so-called "moral rights" in connection with the work. Confidential data or information contained in such work shall be subject to all confidentiality provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

[SIGNATURE BLOCK]

Appendix G - Executive Director Position Description

TEACHERS' RETIREMENT SYSTEM OF THE STATE OF ILLINOIS POSITION DESCRIPTION

Position: Executive Director

Date:	Salary Grade:
Written by:	Incumbent:
Direct Reporting Staff: 10	FLSA Status: Exempt
Reviewed by:	Office: Executive
Approved:	Reports to: Board of Trustees

Purpose:

The Executive Director is responsible for providing creative leadership and direction in the administration of the Teachers' Retirement System of the State of Illinois.

Nature and Scope:

This position reports to the Board of Trustees. Reporting to this position are the Chief Investment Officer, Chief Financial Officer, Chief Benefits Officer, Chief Legal Counsel, Chief Human Resources Officer, Director of Internal Audit and Risk, Director of Technology, Director of Communications, Director of Operations and Executive Assistant.

The Executive Director develops, recommends and implements operating policy, implements the Board of Trustees' investment policy and is accountable for establishing systems and methods for monitoring, controlling and reporting. This position provides leadership as the principal spokesperson for the System with members, investment firms, and other external groups, including the legislature.

The policy-making component of this position is carried out in conjunction with and under the general direction of the Board of Trustees. The Executive Director is responsible for maintaining an effective organization and staff to accomplish the goals and objectives of the System. This responsibility includes: recruiting competent staff to fill management level positions and other vacancies; establishing annual objectives for accomplishing the goals of the System; directing the process of implementing a dynamic and effective investment policy; assuring that efficient procedures exist and are updated to provide optimum member services; providing guidance and direction for the day-to-day operation of the System; developing sound audit practices that comply with all applicable laws and rules; providing regular reports in detail to the Board of Trustees, members, and annuitants regarding the status of the System; and, creating effective procedures for evaluating the performance of the staff and the System.

The greatest challenge of this position is finding an appropriate balance between directing the day-to-day operation and assuring a strategic focus for TRS in a changing environment and economic climate.

Principal Accountabilities:

1. Administer the Teachers' Retirement System of the State of Illinois in a manner that complies with federal and state law and the policies of the Board of Trustees.
2. Establish an effective working relationship with the Teachers' Retirement System Board of Trustees.
3. Safeguard the fiduciary responsibility of the Board of Trustees and the Executive Director.
4. Implement the approved investment policy of the Board of Trustees.
5. Establish, monitor and update operating systems and procedures to assure that the System is responsive, effective, responsible and productive.
6. Manage the public relations for the System to maintain a positive image and assure effective internal and external communications.
7. Build and maintain effective relationships to strengthen the efforts of the Teachers' Retirement System to protect member interests and benefits.
8. Supervise and direct Teachers' Retirement System staff and assure that all employees receive the necessary training to accomplish the missions and goals of the System.
9. Establish and manage an effective procedure for measuring, monitoring and assuring the performance of both the staff and the Teachers' Retirement System.
10. Prepare and distribute reports to contributing members and annuitants regarding the fund status and projections.
11. Provide periodic legislative updates to the Board of Trustees and to all members and annuitants.
12. Keep Trustees informed of issues, needs, and operations of the Teachers' Retirement System.
13. Offer sound professional advice and recommendations to Trustees based on thorough study and analysis.
14. Serves as TRS's representative on industry-related advisory committees.
15. Perform other duties as assigned by the Board of Trustees.