

Regular Meeting of the Board of Education

Wednesday, September 14, 2022 6:00 PM

District Office, 12809 S. McVickers Avenue, Palos Heights, IL 60463

1. Call to Order

1.A. Pledge to the Flag

1.B. Roll Call

2. Adjourn to Budget Hearing

2.A. Updated Budget Overview

2.B. Board Discussion Regarding the Budget

2.C. Public Comment Regarding the Budget

3. Motion to Adjourn to Regular Meeting

4. Call to Order

4.A. Roll Call

5. Superintendent's Report

5.A. 2022-2023 School Opening Highlights Slideshow & IJHS Grandparents' Day

5.B. Portrait of a Learner Implementation & Competency Connections

5.C. Technology & Communication Update

6. Approval of the Consent Agenda Items

6.A. Minutes of the Regular Meeting of August 10, 2022

6.B. Approval of Bills & Payroll

6.C. Review of Schools' Activity Accounts

6.D. Employment of Personnel

6.E. Special Education Out of District Placement Contracts 2022-2023

6.F. A.A. Facility Rental Agreement

7. Old Business

7.A. Adoption of Final FY23 Budget - Action Item

8. New Business

8.A. Resolution to Approve the TRS Employer Participation Agreement for the 457(b) Supplemental Savings Program - Action Item

8.B. First Read Policy Revisions

8.C. Date change for November Board Meeting from November 9, 2022 to November 17, 2022 - Action Item

8.D. Contract for Illuminate Financial Consulting - Action Item

9. **Audience Participation**

If you are coming up to speak, please identify yourself by name and connection to the district and we ask that comments remain brief to accommodate everyone wishing to speak. Policy provides up to 3 minutes per speaker.

10. **Information Items**

10.A. YTD Financial Summary Report August 2022

10.B. Retirement

11. **Closed Session**

12. **Return to Open Session**

13. **Adjournment**



Palos Heights School District 128

Presentation of the Budget

Fiscal Year Ending June 30, 2023



Budget Timetable

August 10, 2022

Board of Education reviewed tentative budget.

Prior to August 14, 2022

Tentative budget went on display in District office and notice of the public hearing set for September 13, 2022 was placed in the newspaper.

September 13, 2022

District holds public hearing on the budget and the Board of Education approves the final budget. Budget is filed with the Illinois State Board of Education by September 30, 2022.

Breakdown of Total FY23 Non-Capital Budget by Fund

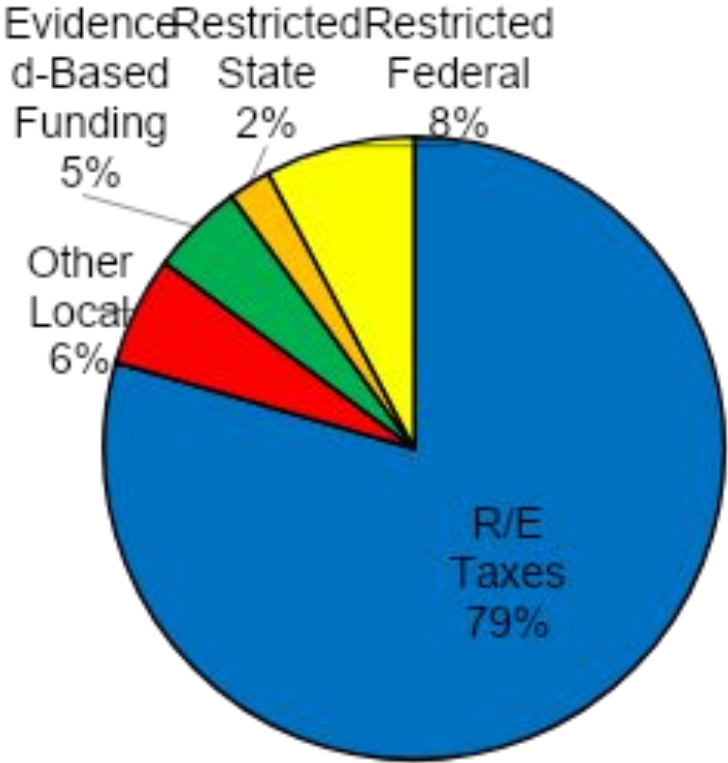
	Beginning Balance	Revenues	Expenses	Ending Balance
Education	\$ 4,909,000	\$ 9,729,000	\$ 9,815,000	\$ 4,823,000
Building	1,083,000	896,000	1,150,000	829,000
Bond & Int.	850,000	1,040,000	1,064,000	826,000
Transportation	522,000	481,000	384,000	619,000
IMRF/SS	214,000	363,000	386,000	191,000
Working Cash	191,000	1,000	0	192,000
Tort	5,000	0	0	5,000
Life Safety	<u>50,000</u>	<u>2,000</u>	<u>49,000</u>	<u>3,000</u>
Total – Non-Capital Fund	7,824,000	12,512,000	12,848,000	7,488,000

Budgeted Revenues – Including Capital Fund

Comparison Versus Prior Years

Source	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Unaudited	FY 2023 Budget
Real Estate Taxes	\$ 8,732,000	\$ 8,986,000	\$ 9,198,000	\$ 9,348,000	\$ 9,949,000
Other Local Revenues	950,000	771,000	497,000	734,000	714,000
Evidenced-Based Funding	584,000	602,000	602,000	604,000	604,000
State Grants	289,000	212,000	197,000	213,000	279,000
ESSER Grants	0	0	88,000	527,000	586,000
Federal Grants	<u>368,000</u>	<u>374,000</u>	<u>381,000</u>	<u>426,000</u>	<u>387,000</u>
Total Expenses	\$10,923,000	\$10,945,000	\$10,963,000	\$11,852,000	\$12,519,000

Breakdown of Budgeted Revenues by Source

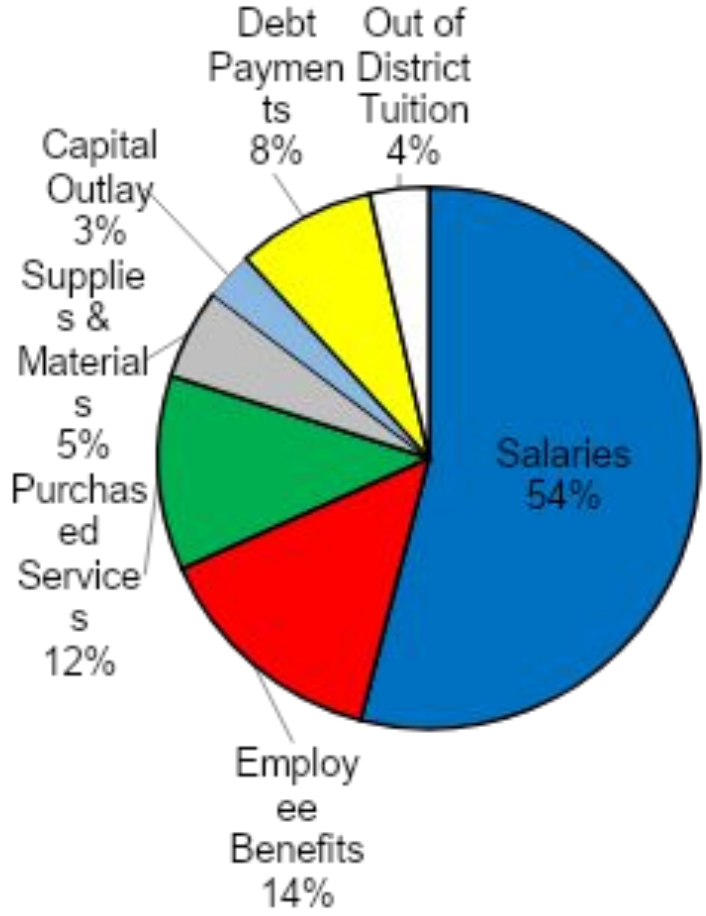


Budgeted Expenditures – Including Capital Fund

Comparison Versus Prior Years

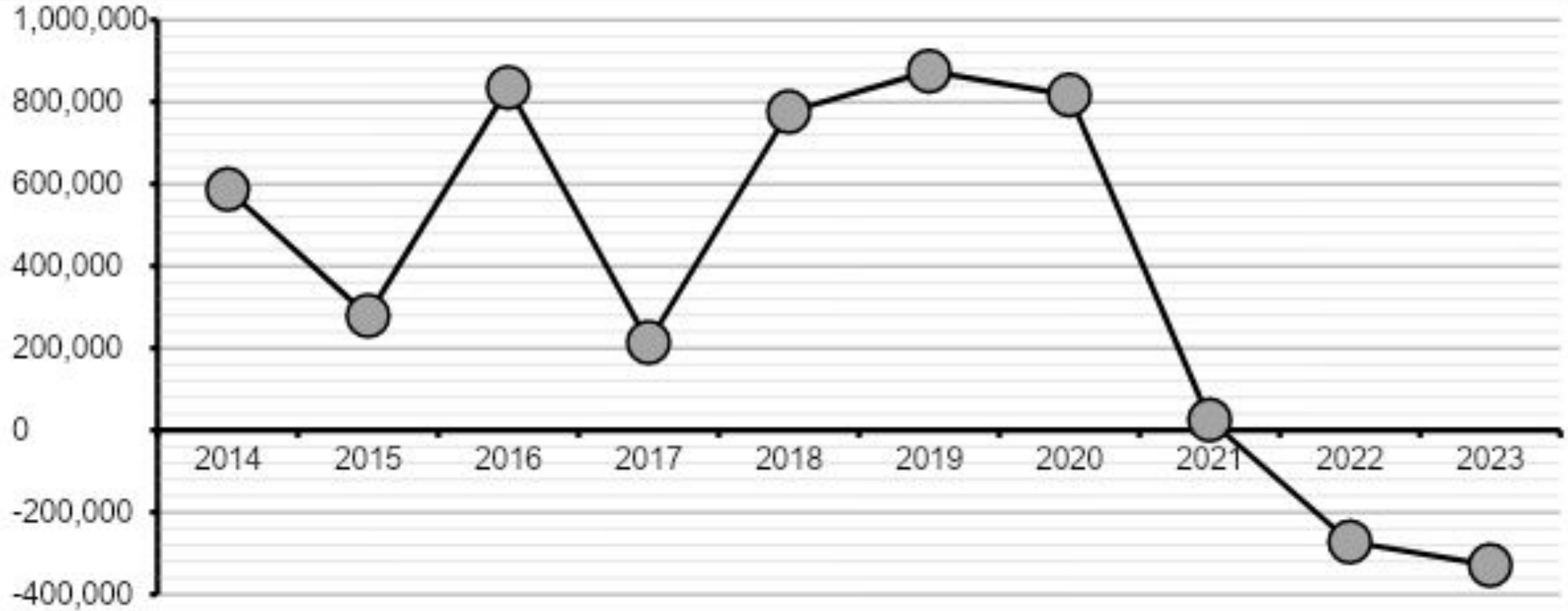
Object Type	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Unaudited	FY 2023 Budget
Salaries	\$ 5,636,000	\$ 5,782,000	\$ 6,405,000	\$ 6,860,000	\$ 6,932,000
Employee Benefits	1,498,000	1,467,000	1,606,000	1,699,000	1,823,000
Purchased Services	964,000	1,047,000	1,086,000	1,214,000	1,490,000
Supplies and Materials	434,000	422,000	572,000	847,000	692,000
Capital & Equipment	3,306,000	1,377,000	1,539,000	2,696,000	2,546,000
Out of Dist. Tuition & Other	400,000	187,000	198,000	286,000	477,000
Debt Service	<u>894,000</u>	<u>883,000</u>	<u>886,000</u>	<u>939,000</u>	<u>1,064,000</u>
Total Expenses	\$13,132,000	\$11,165,000	\$12,292,000	\$14,541,000	\$15,024,000

Breakdown of Budgeted Expenditures by Type

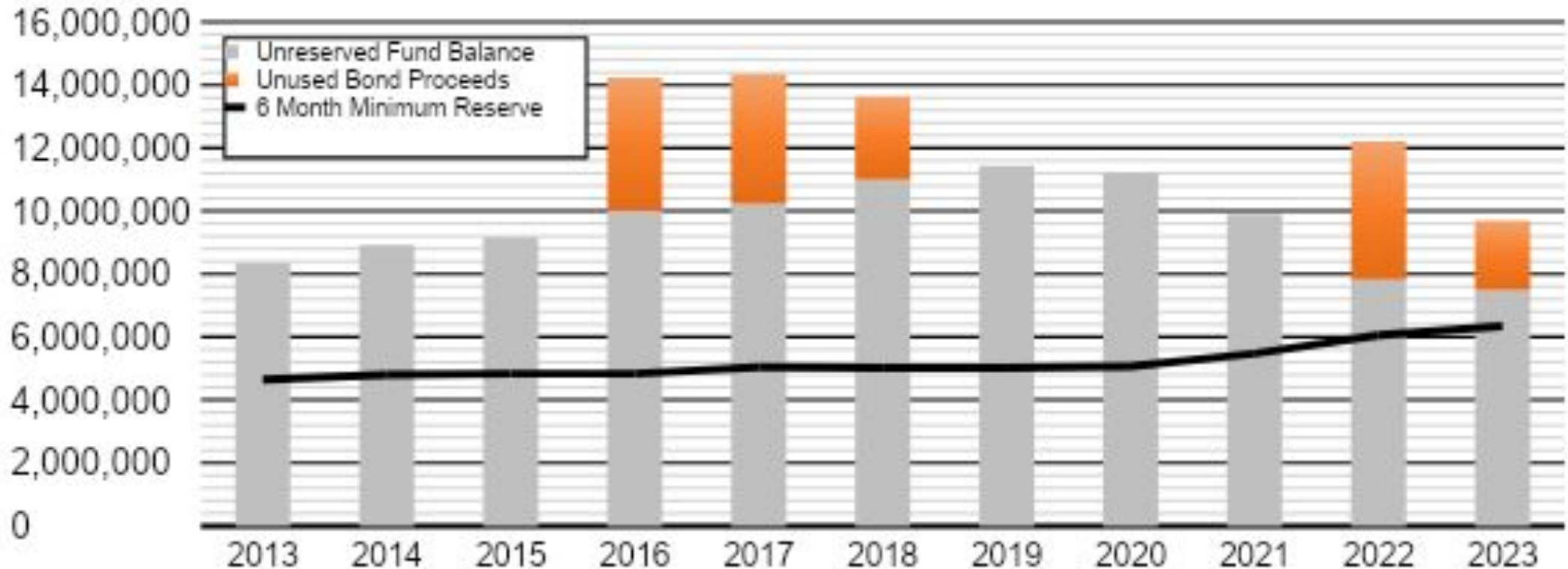


Revenues Versus Expenses (FY 2014 - FY 2023)

Surpluses/Deficits Excluding Bond Proceeds and Major Capital Expenses



Fund Balance History

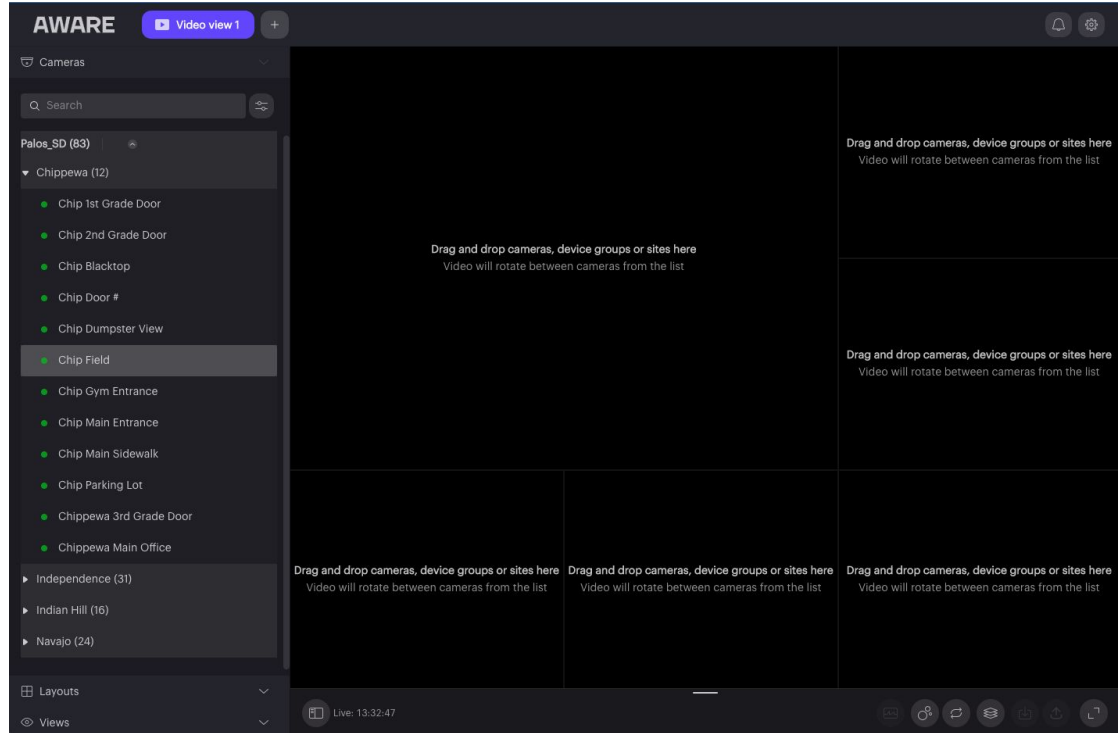


Between FY2020 and FY2022, D128 addressed major capital needs utilizing in excess of \$4 million in fund balance reserves and annual surpluses.



End of Presentation

Ava Cameras with Ava Aware Software



Security Camera Update

PALOS HEIGHTS SCHOOL DISTRICT 128

SEPTEMBER 2022

<u>GROSS PAYROLL</u>		
<u>AUGUST 1 THROUGH AUGUST 31, 2022</u>		325,545.84
<u>TRS</u>		21,449.29
<u>BOARD TRS SURCHARGE</u>		1,358.60
<u>THIS</u>		3,677.08
<u>IMRF, FICA, MEDICARE</u>		21,709.03
<u>TOTAL AUGUST PAYROLL, TRS, THIS, IMRF, FICA, MEDICARE</u>		373,739.84
<u>EDUCATION FUND</u>	<u>10</u>	135,752.87
<u>BUILDING FUND</u>	<u>20</u>	63,496.39
<u>TRANSPORTATION</u>	<u>40</u>	44,796.74
<u>CAPITAL PROJECTS</u>	<u>60</u>	236,710.27
<u>SPECIAL CHECKS</u>		505,482.39
 <u>TOTAL SEPTEMBER 2022 BILLS PAYABLE</u>		 986,238.66
 <u>TOTAL SEPTEMBER 2022 BILLS PAYABLE GROSS AND</u>		
<u>AUGUST 2022 PAYROLL, TRS, THIS, IMRF, FICA, MEDICARE</u>		1,359,978.50

PRESIDENT

SECRETARY

PALOS HEIGHTS SCHOOL DISTRICT 128 VOUCHER

Voucher No: 1041

Voucher Date: 09/14/2022

Prepared By:



Printed: 09/08/2022 11:14:08 AM

PALOS HEIGHTS SCHOOL DISTRICT 128 is hereby authorized to draw warrants against PALOS HEIGHTS SCHOOL DISTRICT 128 funds for the sum of \$480,756.27 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2022 to June 30, 2023 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.



PALOS HEIGHTS SCHOOL DISTRICT 128

Fund		Amount
10	EDUCATIONAL	\$135,752.87
20	OPERATIONS AND MAINTENANCE	\$63,496.39
40	TRANSPORTATION	\$44,796.74
60	CAPITAL PROJECTS	\$236,710.27
		<hr/> <hr/>
		\$480,756.27

Palos Heights School District 128

Voucher Supplement Account Summary

Voucher Batch Number: 1041

09/14/2022

Fiscal Year: 2022-2023

Vendor Remit Name	Vendor #	Account	Description	Amount
ACCURATE BIOMETRICS				
		10.5.2310.314.0000.00.00.00 Check #: 0	BOARD OF EDUCATION –PROFESS SERVS/CONSULTANTS	\$450.00
			Vendor Total:	\$450.00
ACUTRANS				
		10.5.1800.300.0000.00.00.00 Check #: 0	BILINGUAL PROGRAMS – TRANSLATIONS	\$83.01
			Vendor Total:	\$83.01
AFFILIATED CUSTOMER SERVICE INC	8023			
		20.5.2540.323.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE–MTCE	\$170.76
			Vendor Total:	\$170.76
ALBOUM TRANSLATION SERVICES				
		10.5.1800.300.0000.00.00.00 Check #: 0	BILINGUAL PROGRAMS – TRANSLATIONS	\$118.56
			Vendor Total:	\$118.56
ALPHA BUILDING MAINTENANCE SERV. INC.				
		20.5.2540.319.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE–OTHER PROF/TECH SERVICES	\$10,904.00
			Vendor Total:	\$10,904.00
ALPHA SCHOOL BUS	2011			
		40.5.2550.333.0000.00.00.00 Check #: 0	SPECIAL EDUCATION TRANSPORTATION	\$40,292.50
			Vendor Total:	\$40,292.50
AMAZON CAPITAL SERVICES				
		10.5.1100.410.0000.01.00.00 Check #: 0	CONSUMABLES – CHIPPEWA	\$203.89
		10.5.1100.410.0000.02.00.00 Check #: 0	CONSUMABLES – INDEPENDENCE	\$567.68
		10.5.1100.410.0000.03.00.00 Check #: 0	CONSUMABLES – NAVAJO	\$505.64

Palos Heights School District 128

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Voucher Batch Number: 1041

09/14/2022

Fiscal Year: 2022-2023

Vendor Remit Name	Vendor #	Account	Description	Amount
		10.5.1100.411.0000.00.00.00 Check #: 0	K-12 - SUPPLIES	\$900.02
		10.5.1100.411.0000.01.00.00 Check #: 0	K-12 - SUPPLIES CHIPPEWA	\$1,237.23
		10.5.1100.411.0000.02.00.00 Check #: 0	K-12 - SUPPLIES INDEPENDENCE	\$1,354.43
		10.5.1100.411.0000.03.00.00 Check #: 0	K-12 -SUPPLIES - NAVAJO HEIGHTS	\$992.40
		10.5.1100.411.0000.04.00.00 Check #: 0	K-12 - SUPPLIES - INDIAN HILL	\$1,280.19
		10.5.1205.411.0000.00.00.00 Check #: 0	SPEC ED K-12- SUPPLIES	\$71.99
		10.5.1205.411.4620.05.00.00 Check #: 0	SPEC ED SUPPLIES IDEA GRANT	\$481.19
		10.5.2320.411.0000.00.00.00 Check #: 0	EXECUTIVE ADMIN - SUPPLIES	\$39.78
		10.5.2410.411.0000.03.00.00 Check #: 0	OFFICE OF PRINCIPAL - SUPPLIES - NAVAJO HEIGHTS	\$221.38
		10.5.2660.411.0000.00.00.00 Check #: 0	DATA PROCESSING SERVICES- SUPPLIES	\$124.38
		20.5.2540.411.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE- SUPPLIES	\$15.95
			Vendor Total:	\$7,996.15
AMITA GLENOAKS SCHOOL PHEASANT RIDGE		10.5.1912.670.0000.00.00.00 Check #: 0	SPEC ED K-12 PRIVATE TUITION	\$4,529.16
			Vendor Total:	\$4,529.16
AMPLIFIED IT		10.5.2660.314.0000.00.62.00 Check #: 0	DATA PROCESSING- TECHNOLOGY CONTRACT RENEWALS	\$3,540.50
			Vendor Total:	\$3,540.50
ANDERSON LOCK				

Palos Heights School District 128

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09/14/2022

Fiscal Year: 2022-2023

Vendor Remit Name	Vendor #	Account	Description	Amount
		60.5.2530.530.0000.00.00.00 Check #: 0	SITE AND BUILDING IMPROVEMENTS	\$316.33
			Vendor Total:	\$316.33
APPLE COMPUTER INC	8012	10.5.2660.700.0000.00.00.00 Check #: 0	DATA PROCESSING NON CAP EQUIPMENT	\$3,144.00
			Vendor Total:	\$3,144.00
B-WELL WELLNESS EVENTS		10.5.2210.314.0000.00.00.00 Check #: 0	IMPROV OF INSTRUCT PROF SERV	\$1,350.00
			Vendor Total:	\$1,350.00
BLICK ART MATERIALS.	12599	10.5.1100.411.0000.02.00.00 Check #: 0	K-12 - SUPPLIES INDEPENDENCE	\$545.65
			Vendor Total:	\$545.65
BRAINPOP		10.5.2660.314.0000.00.62.00 Check #: 0	DATA PROCESSING- TECHNOLOGY CONTRACT RENEWALS	\$3,772.71
			Vendor Total:	\$3,772.71
BUSINESSOLVER		10.5.1100.223.0000.00.00.00 Check #: 0	K-12 -DENTAL INS	\$816.00
			Vendor Total:	\$816.00
CATHY LESLIE	4784	10.5.1100.411.0000.04.00.00 Check #: 0	K-12 - SUPPLIES - INDIAN HILL	\$95.21
			Vendor Total:	\$95.21
CERAMIC SUPPLY CHICAGO		10.5.1100.411.0000.02.00.00 Check #: 0	K-12 - SUPPLIES INDEPENDENCE	\$970.00
			Vendor Total:	\$970.00

Palos Heights School District 128

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Vendor Remit Name	Vendor #	Account	Description	Amount
CHICAGO HEARING SOCIETY		10.5.1800.300.0000.00.00.00 Check #: 0	BILINGUAL PROGRAMS – TRANSLATIONS	\$141.00
			Vendor Total:	\$141.00
CITY OF PALOS HEIGHTS	23899	20.5.2540.370.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE–WATER/SEWER SERVICE	\$428.38
			Vendor Total:	\$428.38
COMMON GOAL SYSTEMS, INC.		10.5.2660.314.0000.00.62.00 Check #: 0	DATA PROCESSING– TECHNOLOGY CONTRACT RENEWALS	\$14,531.04
			Vendor Total:	\$14,531.04
CONTRACTORS ACOUSTICAL SUPPLY	4871	20.5.2540.411.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE– SUPPLIES	\$1,494.88
			Vendor Total:	\$1,494.88
COSME LANDSCAPE & MAINTENANCE, INC.		20.5.2530.530.0000.00.00.00 Check #: 0	FACILITIES ACQ & CONS – BLDGS & BLDG IMPRVMTS	\$16,703.00
			Vendor Total:	\$16,703.00
COUNTRY HOUSE RESTAURANT	11753	10.5.2560.315.0000.00.00.00 Check #: 0	FOOD SERVICES CONTRACTED SERVICES	\$550.00
		10.5.2560.490.0000.00.00.00 Check #: 0	FREE AND REDUCED LUNCHES	\$5,148.55
			Vendor Total:	\$5,698.55
CYNTHIA DRABECK	6471	10.5.1100.411.0000.04.00.00 Check #: 0	K–12 – SUPPLIES – INDIAN HILL	\$26.89
			Vendor Total:	\$26.89

Palos Heights School District 128

Voucher Supplement Account Summary

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09/14/2022

Fiscal Year: 2022-2023

Vendor Remit Name	Vendor #	Account	Description	Amount
DCG ROOFING SOLUTIONS, INC.		60.5.2530.530.0000.00.00.00 Check #: 0	SITE AND BUILDING IMPROVEMENTS	\$158,733.00
			Vendor Total:	\$158,733.00
DO-ALL FENCE, INC.		60.5.2530.530.0000.00.00.00 Check #: 0	SITE AND BUILDING IMPROVEMENTS	\$2,180.00
			Vendor Total:	\$2,180.00
DONS WORLD OF SPORTS INC	2613	10.5.1100.418.0000.02.00.00 Check #: 0	GYM SUITS INDEPENDENCE	\$3,916.00
			Vendor Total:	\$3,916.00
EASTERSEALS		10.5.1912.670.0000.00.00.00 Check #: 0	SPEC ED K-12 PRIVATE TUITION	\$7,337.88
			Vendor Total:	\$7,337.88
ELIM CHRISTIAN SERVICES	4659	10.5.1912.670.0000.00.00.00 Check #: 0	SPEC ED K-12 PRIVATE TUITION	\$4,165.20
		40.5.2550.333.0000.00.00.00 Check #: 0	SPECIAL EDUCATION TRANSPORTATION	\$850.00
			Vendor Total:	\$5,015.20
ENGIE		20.5.2540.466.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE-ELECTRICITY	\$5,297.60
			Vendor Total:	\$5,297.60
ESGI	25574	10.5.1100.411.0000.04.00.00 Check #: 0	K-12 - SUPPLIES - INDIAN HILL	\$1,344.00
			Vendor Total:	\$1,344.00
EXPLAIN EVERYTHING				

Palos Heights School District 128

Voucher Supplement Account Summary

Voucher Batch Number: 1041

09/14/2022

Fiscal Year: 2022-2023

Vendor Remit Name	Vendor #	Account	Description	Amount
		10.5.2660.314.0000.00.62.00 Check #: 0	DATA PROCESSING- TECHNOLOGY CONTRACT RENEWALS	\$107.88
			Vendor Total:	\$107.88
FOUR POINT O INC	15341	10.5.1100.411.0000.01.00.00 Check #: 0	K-12 - SUPPLIES CHIPPEWA	\$130.00
		20.5.2540.323.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE-MTCE	\$90.00
			Vendor Total:	\$220.00
FRIENDZY		10.5.3700.410.4400.05.00.00 Check #: 0	PAROCHIAL SUPPLIES TITLE IV GRANT	\$2,588.00
			Vendor Total:	\$2,588.00
GEOCON PROFESSIONAL SERVICES		60.5.2530.530.0000.00.00.00 Check #: 0	SITE AND BUILDING IMPROVEMENTS	\$10,415.50
			Vendor Total:	\$10,415.50
GRAINGER	20681	20.5.2540.411.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE- SUPPLIES	\$2,072.43
			Vendor Total:	\$2,072.43
IAASE	13006	10.5.1205.640.0000.00.00.00 Check #: 0	SPEC ED DUES AND FEES	\$375.00
		10.5.2210.314.4620.05.00.00 Check #: 0	PROFESSIONAL DEV IDEA GRANT	\$325.00
			Vendor Total:	\$700.00
IASBO	11541	10.5.2320.640.0000.00.00.00 Check #: 0	EXECUTIVE ADMIN -DUES & FEES PROF, ORGANIZATIONS	\$340.00
			Vendor Total:	\$340.00

Palos Heights School District 128

Voucher Supplement Account Summary

Voucher Batch Number: 1041

09/14/2022

Fiscal Year: 2022-2023

Vendor Remit Name	Vendor #	Account	Description	Amount
ILLINOIS ASSOCIATION OF SCHOOL ADMINISTR	24117	10.5.2320.332.0000.00.00.00	EXECUTIVE ADMIN -TRAVEL/CONF	\$369.00
		Check #: 0		
			Vendor Total:	\$369.00
ILLINOIS SCHOOL BUS	242	40.5.2550.334.0000.02.00.00	Athletic & Academic Conf. Buses	\$174.24
		Check #: 0		
			Vendor Total:	\$174.24
INDEPENDENCE JR HIGH	1820	10.5.1100.411.0000.02.00.00	K-12 - SUPPLIES INDEPENDENCE	\$1,064.20
		Check #: 0		
		10.5.2210.411.0000.00.21.00	IMPROVE OF INST-MENTORING	\$19.32
		Check #: 0		
		10.5.2310.341.0000.00.00.00	BOARD OF EDUCATION -POSTAGE	\$16.80
		Check #: 0		
			Vendor Total:	\$1,100.32
INDIAN HILL SCHOOL	25566	10.5.1100.411.0000.00.00.00	K-12 - SUPPLIES	\$138.00
		Check #: 0		
			Vendor Total:	\$138.00
JAMF		10.5.2660.314.0000.00.62.00	DATA PROCESSING- TECHNOLOGY	\$6,745.00
		Check #: 0	CONTRACT RENEWALS	
			Vendor Total:	\$6,745.00
K.M. HOLLY CONSTRUCTION		60.5.2530.530.0000.00.00.00	SITE AND BUILDING IMPROVEMENTS	\$65,065.44
		Check #: 0		
			Vendor Total:	\$65,065.44
KRIHA BOUCEK LLC		10.5.2310.317.0000.00.00.00	BOARD OF EDUCATION -LEGAL SERVICES	\$2,160.00
		Check #: 0		

Palos Heights School District 128

Voucher Supplement Account Summary

Voucher Batch Number: 1041

09/14/2022

Fiscal Year: 2022-2023

Vendor Remit Name	Vendor #	Account	Description	Amount
			Vendor Total:	\$2,160.00
LAKESHORE LEARNING MATERIALS	577	10.5.1100.411.0000.03.00.00 Check #: 0	K-12 -SUPPLIES - NAVAJO HEIGHTS	\$114.89
			Vendor Total:	\$114.89
LEAF		10.5.2660.360.0000.00.00.00 Check #: 0	DATA PROCESSING CAPITAL LEASE	\$2,367.00
			Vendor Total:	\$2,367.00
LOVE YOUR NEIGHBOR BRAND LLC		10.5.1100.411.0000.00.00.00 Check #: 0	K-12 - SUPPLIES	\$375.00
			Vendor Total:	\$375.00
MAINE TOWNSHIP HS DIST.207		10.5.2210.314.0000.03.00.00 Check #: 0	PROF SERV TRAINING/ASSEMBLY-NAVAJO	\$60.00
			Vendor Total:	\$60.00
MATH LEARNING CENTER		10.5.2210.307.4998.00.03.00 Check #: 0	PROF DEV MATH ESSER 3	\$5,400.00
			Vendor Total:	\$5,400.00
MENARDS INC	1008	20.5.2540.411.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE- SUPPLIES	\$76.31
			Vendor Total:	\$76.31
MERRYL BROWNLOW		10.5.1100.411.0000.00.00.00 Check #: 0	K-12 - SUPPLIES	\$97.07
		10.5.2320.340.0000.00.00.00 Check #: 0	EXEC ADMIN COMMUNICATIONS	\$210.00
			Vendor Total:	\$307.07

Palos Heights School District 128

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Vendor Remit Name	Vendor #	Account	Description	Amount
MIDWEST PAPER RETRIEVER		20.5.2540.321.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE-SANITATION SERVICES	\$218.50
			Vendor Total:	\$218.50
MILESTONE THERAPY, LLC.		10.5.2130.314.0000.00.00.00 Check #: 0	HEALTH SERVICES PHYSICAL THERAPY	\$471.00
			Vendor Total:	\$471.00
MINUTEMAN PRESS		10.5.2310.351.0000.00.00.00 Check #: 0	BOARD OF EDUCATION -PRINT PUBLICATIONS	\$240.69
		10.5.2320.411.0000.00.00.00 Check #: 0	EXECUTIVE ADMIN - SUPPLIES	\$442.30
			Vendor Total:	\$682.99
MOBILE MODULAR PORTABLE STORAGE		10.5.1100.411.0000.00.10.00 Check #: 0	REG K-12 SUPPLIES COVID-19	\$199.36
			Vendor Total:	\$199.36
NAVAJO HEIGHTS SCHOOL	9327	10.5.1100.411.0000.03.00.00 Check #: 0	K-12 -SUPPLIES - NAVAJO HEIGHTS	\$1,433.25
			Vendor Total:	\$1,433.25
NCS PEARSON_25380	25380	10.5.2230.411.0000.00.00.00 Check #: 0	ASSESSMENT AND TESTING- SUPPLIES	\$46.00
		10.5.2660.314.0000.00.63.00 Check #: 0	DATA PROCESSING- CURRICULUM CONTRACT RENEWALS	\$3,037.50
			Vendor Total:	\$3,083.50
NEWSELA INC.		10.5.2660.314.0000.00.63.00 Check #: 0	DATA PROCESSING- CURRICULUM CONTRACT RENEWALS	\$3,025.00

Palos Heights School District 128

Voucher Supplement Account Summary

Voucher Batch Number: 1041

09/14/2022

Fiscal Year: 2022-2023

Vendor Remit Name	Vendor #	Account	Description	Amount
				Vendor Total:
NEXTERA ENERGY		20.5.2540.466.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE-ELECTRICITY	\$3,025.00
				Vendor Total:
NICOR GAS		20.5.2540.465.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE-NATURAL GAS	\$2,306.02
				Vendor Total:
NWEA	24542	10.5.2230.411.0000.00.00.00 Check #: 0	ASSESSMENT AND TESTING- SUPPLIES	\$750.57
				Vendor Total:
PALOS ACE HARDWARE	17607	20.5.2540.411.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE- SUPPLIES	\$7,800.00
				Vendor Total:
PEERLESS NETWORK		20.5.2540.340.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE-COMM/AT&T	\$50.37
				Vendor Total:
PETRARCA, GLEASON, BOYLE & IZZO, LLC		10.5.2310.317.0000.00.00.00 Check #: 0	BOARD OF EDUCATION -LEGAL SERVICES	\$1,330.97
				Vendor Total:
PROCARE THERAPY		10.5.2150.310.0000.00.00.00 Check #: 0	SPEECH & AUDIO PROF SERVICES	\$138.00
				Vendor Total:
PROSHRED				\$1,200.00

Palos Heights School District 128

Voucher Supplement Account Summary

Voucher Batch Number: 1041

09/14/2022

Fiscal Year: 2022-2023

Vendor Remit Name	Vendor #	Account	Description	Amount
		20.5.2540.323.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE-MTCE	\$215.00
			Vendor Total:	\$215.00
REALLY GOOD STUFF	24407	10.5.1100.411.0000.01.00.00 Check #: 0	K-12 - SUPPLIES CHIPPEWA	\$1,426.09
			Vendor Total:	\$1,426.09
RELIABLE FIRE EQUIPMENT CO.	532	20.5.2540.323.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE-MTCE	\$2,031.90
			Vendor Total:	\$2,031.90
REPUBLIC SERVICES		20.5.2540.321.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE-SANITATION SERVICES	\$764.78
			Vendor Total:	\$764.78
RIVERSIDE INSIGHTS		10.5.2230.411.0000.00.00.00 Check #: 0	ASSESSMENT AND TESTING- SUPPLIES	\$254.10
			Vendor Total:	\$254.10
ROCHESTER 100 INC.	18208	10.5.1100.411.0000.01.00.00 Check #: 0	K-12 - SUPPLIES CHIPPEWA	\$480.95
			Vendor Total:	\$480.95
SCHOLASTIC NEWS		10.5.1100.410.0000.04.00.00 Check #: 0	CONSUMABLES - INDIAN HILL	\$911.21
		10.5.1100.411.0000.01.00.00 Check #: 0	K-12 - SUPPLIES CHIPPEWA	\$1,739.52
		10.5.1100.411.0000.03.00.00 Check #: 0	K-12 -SUPPLIES - NAVAJO HEIGHTS	\$2,521.81
			Vendor Total:	\$5,172.54
SCHOOL SPECIALTY_26419	26419			

Palos Heights School District 128

Voucher Supplement Account Summary

Voucher Batch Number: 1041

09/14/2022

Fiscal Year: 2022-2023

Vendor Remit Name	Vendor #	Account	Description	Amount
		10.5.1100.411.0000.01.00.00 Check #: 0	K-12 - SUPPLIES CHIPPEWA	\$2,883.73
SCHOOLWIDE, INC.			Vendor Total:	\$2,883.73
		10.5.1100.411.0000.01.00.00 Check #: 0	K-12 - SUPPLIES CHIPPEWA	\$5,549.34
SCHROEDER MATERIAL INC	962		Vendor Total:	\$5,549.34
		20.5.2540.411.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE- SUPPLIES	\$117.98
SERTOMA SPEECH & HEARING CENTER	5222		Vendor Total:	\$117.98
		10.5.2150.310.4620.05.00.00 Check #: 0	AUDIOLOGY SERVICES IDEA GRANT	\$187.00
SMITHEREEN EXTERMINATING COMPANY	4755		Vendor Total:	\$187.00
		20.5.2540.323.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE-MTCE	\$354.00
SOUTH COOK ISC4	8028		Vendor Total:	\$354.00
		10.5.2210.314.0000.00.00.00 Check #: 0	IMPROV OF INSTRUCT PROF SERV	\$360.00
SOUTHWEST REGIONAL PUBLISHING			Vendor Total:	\$360.00
		10.5.2310.351.0000.00.00.00 Check #: 0	BOARD OF EDUCATION -PRINT PUBLICATIONS	\$60.00
SOUTHWEST TOWN MECHANICAL SERVICES	15176		Vendor Total:	\$60.00
		20.5.2540.323.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE-MTCE	\$1,386.00
			Vendor Total:	\$1,386.00

Palos Heights School District 128

Voucher Supplement Account Summary

Voucher Batch Number: 1041

09/14/2022

Fiscal Year: 2022-2023

Vendor Remit Name	Vendor #	Account	Description	Amount
STAPLES ADVANTAGE_12999	12999	10.5.1100.411.0000.00.00.00 Check #: 0	K-12 - SUPPLIES	\$1,125.46
		10.5.1100.411.0000.02.00.00 Check #: 0	K-12 - SUPPLIES INDEPENDENCE	\$2,601.50
		10.5.1100.411.0000.03.00.00 Check #: 0	K-12 -SUPPLIES - NAVAJO HEIGHTS	\$368.78
		10.5.2310.411.0000.00.00.00 Check #: 0	BOARD OF EDUCATION - SUPPLIES	\$600.93
		10.5.2320.411.0000.00.00.00 Check #: 0	EXECUTIVE ADMIN - SUPPLIES	\$78.58
			Vendor Total:	<u>\$4,775.25</u>
SUPT. ROUNDTABLE OF N. IL		10.5.2320.640.0000.00.00.00 Check #: 0	EXECUTIVE ADMIN -DUES & FEES PROF. ORGANIZATIONS	\$225.00
			Vendor Total:	<u>\$225.00</u>
SYMMETRY ENERGY SOLUTIONS		20.5.2540.465.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE-NATURAL GAS	\$73.41
			Vendor Total:	<u>\$73.41</u>
TCI	23967	10.5.1100.411.0000.01.00.00 Check #: 0	K-12 - SUPPLIES CHIPPEWA	\$4,876.20
			Vendor Total:	<u>\$4,876.20</u>
TIMBERLINE BILLING SERVICE		10.5.1205.311.0000.00.00.00 Check #: 0	SPEC ED PURCH SERVICES	\$159.06
			Vendor Total:	<u>\$159.06</u>
TRUGREEN		20.5.2540.323.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE-MTCE	\$138.92
			Vendor Total:	<u>\$138.92</u>

Palos Heights School District 128

Voucher Supplement Account Summary

Voucher Batch Number: 1041

09/14/2022

Fiscal Year: 2022-2023

Vendor Remit Name	Vendor #	Account	Description	Amount
UCP SEGUIN/INFINITEC OF CHICAGO				
		10.5.1205.310.0000.00.00.00 Check #: 0	SPEC ED K-12- ASSISTIVE TECH	\$219.00
		10.5.3700.314.4932.05.00.00 Check #: 0	TITLE II PAROCHIAL PROF DEV	\$1,275.00
			Vendor Total:	\$1,494.00
ULINE	17779			
		10.5.1100.411.0000.01.00.00 Check #: 0	K-12 - SUPPLIES CHIPPEWA	\$374.52
		10.5.1100.411.0000.03.00.00 Check #: 0	K-12 -SUPPLIES - NAVAJO HEIGHTS	\$619.53
			Vendor Total:	\$994.05
UNIQUE PRODUCTS				
		20.5.2540.411.0000.00.00.00 Check #: 0	OPERATION/MAINTENANCE- SUPPLIES	\$5,979.20
		20.5.2540.541.0000.00.00.00 Check #: 0	OPERATIONS/MAINTENANCE REPL ACMENT EQUIP	\$10,525.46
			Vendor Total:	\$16,504.66
UNIVERSAL TAXI DISPATCH				
		40.5.2550.333.0000.00.00.00 Check #: 0	SPECIAL EDUCATION TRANSPORTATION	\$3,480.00
			Vendor Total:	\$3,480.00
UZBL				
		10.5.2660.411.0000.00.00.00 Check #: 0	DATA PROCESSING SERVICES- SUPPLIES	\$898.50
			Vendor Total:	\$898.50
ZANER BLOSER	2152			
		10.5.1100.411.0000.01.00.00 Check #: 0	K-12 - SUPPLIES CHIPPEWA	\$366.24
			Vendor Total:	\$366.24

Palos Heights School District 128

Voucher Supplement Account Summary

Voucher Batch Number: 1041

09/14/2022

Fiscal Year: 2022-2023

Vendor Remit Name	Vendor #	Account	Description	Amount
				Grand Total: \$480,756.27
End of Report				

PALOS HEIGHTS SCHOOL DISTRICT 128 VOUCHER

Voucher No: 1031

Voucher Date: 08/17/2022

Prepared By:



Printed: 09/08/2022 11:39:13 AM

PALOS HEIGHTS SCHOOL DISTRICT 128 is hereby authorized to draw warrants against PALOS HEIGHTS SCHOOL DISTRICT 128 funds for the sum of \$460,060.34 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2022 to June 30, 2023 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.



PALOS HEIGHTS SCHOOL DISTRICT 128

Fund		Amount
20	OPERATIONS AND MAINTENANCE	\$20,070.00
60	CAPITAL PROJECTS	\$439,990.34
		<hr/> <hr/>
		\$460,060.34

SPECIAL CHECKS DRAWN IN AUGUST

Palos Heights School District 128

Voucher Supplement Account Summary

Voucher Batch Number: 1031

08/17/2022

Fiscal Year: 2022-2023

Vendor Remit Name	Vendor #	Account	Description	Amount
CELTIC COMMERCIAL PAINTING		20.5.2530.530.0000.00.00.00 Check #: 40773	FACILITIES ACQ & CONS - BLDGS & BLDG IMPRVMTS	\$5,030.00
			Vendor Total:	\$5,030.00
DCG ROOFING SOLUTIONS, INC.		60.5.2530.530.0000.00.00.00 Check #: 40774	SITE AND BUILDING IMPROVEMENTS	\$301,062.60
			Vendor Total:	\$301,062.60
K.M. HOLLY CONSTRUCTION		60.5.2530.530.0000.00.00.00 Check #: 40775	SITE AND BUILDING IMPROVEMENTS	\$118,679.40
			Vendor Total:	\$118,679.40
PAVEMENT SYSTEMS	7937	20.5.2530.540.0000.00.00.00 Check #: 40776	FACILITIES ACQ & CONST-SITE IMPRV & INFRA	\$15,040.00
			Vendor Total:	\$15,040.00
STUDIO GC ARCHITECTURE		60.5.2530.310.0000.00.00.00 Check #: 40777	SITE AND BLD IMPRV ARCHITECT SERVICES	\$20,248.34
			Vendor Total:	\$20,248.34
			Grand Total:	\$460,060.34


End of Report

PALOS HEIGHTS SCHOOL DISTRICT 128 VOUCHER

Voucher No: 1033

Voucher Date: 08/24/2022

Prepared By:



Printed: 09/08/2022 11:33:58 AM

PALOS HEIGHTS SCHOOL DISTRICT 128 is hereby authorized to draw warrants against PALOS HEIGHTS SCHOOL DISTRICT 128 funds for the sum of \$39,202.56 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2022 to June 30, 2023 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.



PALOS HEIGHTS SCHOOL DISTRICT 128

Fund		Amount
20	OPERATIONS AND MAINTENANCE	\$39,202.56
		\$39,202.56

Palos Heights School District 128

Voucher Supplement Account Summary

Voucher Batch Number: 1033

08/24/2022

Fiscal Year: 2022-2023

Vendor Remit Name	Vendor #	Account	Description	Amount
Interiors for Business, Inc		20.5.2530.319.4998.00.03.00 Check #: 40782	FAC + ACQ PROF SERVICES ESSER 3	\$39,202.56
Vendor Total:				\$39,202.56
Grand Total:				\$39,202.56

End of Report

PALOS HEIGHTS SCHOOL DISTRICT 128 VOUCHER

Voucher No: 1034

Voucher Date: 08/30/2022

Prepared By:



Printed 09/08/2022 11:32:36 AM

PALOS HEIGHTS SCHOOL DISTRICT 128 is hereby authorized to draw warrants against PALOS HEIGHTS SCHOOL DISTRICT 128 funds for the sum of \$6,219.49 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2022 to June 30, 2023 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.



PALOS HEIGHTS SCHOOL DISTRICT 128

Fund		Amount
10	EDUCATIONAL	\$4,521.83
20	OPERATIONS AND MAINTENANCE	\$1,697.66
		<hr/> <hr/>
		\$6,219.49

Palos Heights School District 128

Voucher Supplement Account Summary

Voucher Batch Number: 1034

08/30/2022

Fiscal Year: 2022-2023

Vendor Remit Name	Vendor #	Account	Description	Amount
BMO FINANCIAL GROUP				
		10.5.1100.411.0000.00.00.00 Check #: 40783	K-12 - SUPPLIES	\$1,955.77
		10.5.1100.411.0000.01.00.00 Check #: 40783	K-12 - SUPPLIES CHIPPEWA	\$258.17
		10.5.1100.411.0000.02.00.00 Check #: 40783	K-12 - SUPPLIES INDEPENDENCE	\$510.33
		10.5.1100.411.0000.03.00.00 Check #: 40783	K-12 -SUPPLIES - NAVAJO HEIGHTS	\$68.60
		10.5.1100.411.0000.04.00.00 Check #: 40783	K-12 - SUPPLIES - INDIAN HILL	\$240.74
		10.5.1205.640.0000.00.00.00 Check #: 40783	SPEC ED DUES AND FEES	\$50.00
		10.5.1250.411.4300.05.00.00 Check #: 40783	REMEDIAL SUPPLIES- TITLE I - LITERACY 4-5	\$286.34
		10.5.2210.411.0000.00.21.00 Check #: 40783	IMPROVE OF INST-MENTORING	\$198.01
		10.5.2310.411.0000.00.00.00 Check #: 40783	BOARD OF EDUCATION - SUPPLIES	\$16.16
		10.5.2310.640.0000.00.00.00 Check #: 40783	BOARD OF EDUCATION -DUES AND FEES	\$15.96
		10.5.2320.332.0000.00.00.00 Check #: 40783	EXECUTIVE ADMIN -TRAVEL/CONF	\$107.72
		10.5.2320.411.0000.00.00.00 Check #: 40783	EXECUTIVE ADMIN - SUPPLIES	\$55.97
		10.5.2410.411.0000.01.00.00 Check #: 40783	OFFICE OF PRINCIPAL - SUPPLIES CHIPPEWA	\$221.99
		10.5.2410.411.0000.03.00.00 Check #: 40783	OFFICE OF PRINCIPAL - SUPPLIES - NAVAJO HEIGHTS	\$76.89
		10.5.2410.411.0000.04.00.00 Check #: 40783	OFFICE OF PRINCIPAL - SUPPLIES INDIAN HILL	\$459.18
		20.5.2540.323.0000.00.00.00 Check #: 40783	OPERATION/MAINTENANCE-MTCE	\$1,309.45

Palos Heights School District 128

Voucher Supplement Account Summary

Voucher Batch Number: 1034

08/30/2022

Fiscal Year: 2022-2023

Vendor Remit Name	Vendor #	Account	Description	Amount
		20.5.2540.411.0000.00.00.00 Check #: 40783	OPERATION/MAINTENANCE- SUPPLIES	\$388.21
Vendor Total:				\$6,219.49
Grand Total:				\$6,219.49

End of Report

Palos Heights School District 128

Fund Balances

Fiscal Year: 2022-2023

Month: August

Year: 2022

Fund Type:

Include Cash Balance

FY End Report

<u>Fund</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Revenue</u>	<u>Expense</u>	<u>Transfers</u>	<u>Fund Balance</u>
10	EDUCATIONAL	\$4,908,247.24	\$518,591.26	(\$698,678.42)	\$0.00	\$4,728,160.08
11	STUDENT ACTIVITY FUND	\$14,275.00	\$0.00	\$0.00	\$0.00	\$14,275.00
20	OPERATIONS AND MAINTENANCE	\$1,084,981.02	\$1,357.68	(\$210,807.65)	\$0.00	\$875,531.05
30	DEBT SERVICE	\$848,940.49	\$2,079.39	\$0.00	\$0.00	\$851,019.88
40	TRANSPORTATION	\$522,907.72	\$24,052.54	(\$9,777.84)	\$0.00	\$537,182.42
50	MUNICIPAL RETIREMENT	\$95,500.76	\$301.89	(\$18,547.19)	\$0.00	\$77,255.46
55	SOCIAL SECURITY	\$118,767.30	\$309.90	(\$16,343.76)	\$0.00	\$102,733.44
60	CAPITAL PROJECTS	\$4,376,970.69	\$0.00	(\$1,303,474.51)	\$0.00	\$3,073,496.18
70	WORKING CASH	\$191,228.70	\$1.67	\$0.00	\$0.00	\$191,230.37
80	TORT IMMUNITY	\$4,683.76	\$0.00	\$0.00	\$0.00	\$4,683.76
90	LIFE SAFETY	\$49,436.28	\$1.67	\$0.00	\$0.00	\$49,437.95
Grand Total:		\$12,215,938.96	\$546,696.00	(\$2,257,629.37)	\$0.00	\$10,505,005.59

End of Report



Community Use of School Facilities

1. School facilities are available to community organizations during non-school hours when such use does not: 1. Interfere with any school function or affect the safety of students or employees, or 2. Affect the property or liability of the School District. The use of school facilities for school purposes has precedence over all other uses. The District reserves the right to cancel previously scheduled use of facilities by community organizations and other groups. The use of school facilities requires the prior approval of the Superintendent or designee and is subject to applicable procedures.
2. Persons on school premises must abide by the District's conduct rules at all times.
3. Student groups, school-related organizations, government agencies, and non-profit organizations are granted the use of school facilities at no cost during regularly staffed hours.
4. Fees and costs shall apply during non-regularly staffed hours and to other organizations granted use of facilities at any time.
5. A fee schedule and other terms of use shall be prepared by the Superintendent and be subject to annual approval by the School Board.
6. Verification of renter's insurance is required.

Rental Fees

1. The fee for facility rentals & custodial support in the 2022-2023 school year is **\$50 per hour**.
2. 50% of total invoice is due prior to use of the facility. The remaining balance is due when half of the scheduled dates remain.
3. Fees for cancellation of rental date made **less than 48 hours prior** to scheduled use of facility are still owed to the District.

Visitors to and Conduct on School Property

The School District expects mutual respect, civility, and orderly conduct among all people on school property or at a school event. No person on school property or at a school event (including visitors, students, and employees) shall perform any of the following acts:

1. Strike, injure, threaten, harass, or intimidate a staff member, a Board Member, sports official or coach, or any other person.
2. Behave in an unsportsmanlike manner, or use vulgar or obscene language.
3. Unless specifically permitted by State law, possess a weapon, any object that can reasonably be considered a weapon or looks like a weapon, or any dangerous device.
4. Damage or threaten to damage another's property.
5. Damage or deface school property.
6. Violate any Illinois law, or town or county ordinance.
7. Smoke or otherwise use tobacco products.
8. Distribute, consume, use, possess, or be under the influence of an influence of an alcoholic beverage or illegal drug; be present when the person's alcohol or illegal drug consumption is detectable, regardless of when and/or where the use occurred.
9. Use or possess medical cannabis.
10. Impede, delay, disrupt, or otherwise interfere with any school activity or function (including using cellular phones in a disruptive manner).
11. Enter upon any portion of school premises at any time for purposes other than those that are lawful and authorized by the Board.
12. Operate a motor vehicle: (a) in a risky manner, (b) in excess of 20 miles per hour, or (c) in violation of an authorized District employee's directive.
13. Engage in any risky behavior, including roller-blading, roller-skating, or skateboarding.
14. Violate other District policies or regulations, or a directive from an authorized security officer or District employee.
15. Engage in any conduct that interferes with, disrupts, or adversely affects the District or a School function.



Application and Procedures for Use of School Facilities

School Organizations, school-sponsored programs, and organizations whose primary purpose is to provide financial assistance to the school are all considered, for the purpose of this application, to be school-related. Use of school facilities for school purposes has precedence over all other uses.

_____	_____
Organization Name	Requested School Facility
_____	_____
Supervisor from Organization <i>(must be 21 or older)</i>	Phone
_____	_____
	Email Address
_____	_____
Program/Activity	Date(s)
_____	_____
	Start and End Time(s)

All non-school related groups must agree to supply **proof of insurance** naming Palos Heights School District 128 as an additional insured and verifying that the group maintains adequate insurance coverage against personal injury and/or property loss:

_____	_____
Insurance Provider Name	Contact Number

All non-school related groups must pay the following fees: **\$50 per hour** for Rental Charge & Custodial Support.

I certify that I am authorized to act for the above-named organization. I understand that:
(1) the granting of this request does not constitute recognition of my organization as a school-related group or activity, and (2) my organization may not represent itself or any of its activities as school-related.

I agree to: (1) abide by the conditions stated in this application, and (2) adhere to all Board policies and administrative procedures applicable to this use of the school's facility.

Applicant Name (*please print*)

Telephone Number

Address

Email Address

Applicant Signature

Date

**RESOLUTION OF THE BOARD OF EDUCATION
TO APPROVE THE TRS EMPLOYER PARTICIPATION AGREEMENT
FOR THE 457(b) SUPPLEMENTAL SAVINGS PROGRAM**

Whereas, the Palos Heights School District No. 128 (“Employer”) Board of Education (“Board”) is a political subdivision, or an agency or instrumentality, of the State of Illinois, and therefore is an eligible employer pursuant of Section 457(e)(1)(A) of the IRS Code of 1986, and;

Whereas, on behalf of certain of its eligible employees, the Employer agrees to adopt the Supplemental Savings Plan (“SSP”) of the Teachers’ Retirement System of the State of Illinois (“TRS”) by entering into an Employer Participation Agreement (“Agreement”) regarding the SSP, and between TRS and the Employer, as required by law; and

Whereas, in approving this Agreement to participate in the SSP, the Board hereby notes and affirms that:

- It does not assume any fiduciary, custodial, oversight or administrator duties or responsibilities to any employees participating in the SSP.
- It is not involved in or responsible for any of the investment choices, advice, decisions, taxes, losses, or penalties incurred or experienced by the SSP or an employee participating in the SSP.
- In accordance with applicable law and the terms of the SSP and/or the Agreement, it reserves the right to terminate its participation in the SSP or change the terms of its participation in the SSP, as applicable.

Now, Therefore Be It Resolved, that effective September 15, 2022, Employer, through its designated administrative agents (“Officers”) shall be directed to execute the Agreement, in substantially the same form as presented to the Board at its September Regular Board Meeting, subject to the terms and conditions of the SSP. Furthermore, that the Officers of Employer are hereby authorized and directed to take any and all action, including execution and delivery of the Agreement, and any other documents, instruments, or items as may be deemed necessary to effectuate and carry out the purpose of this Resolution to insure Employer performs all of its duties and responsibilities, as set forth in the Agreement and the SSP documents, understanding that the Employer and Board have no management oversight of the SSP, or the selection, monitoring, or management of any approved investment providers under the SSP, or the fees and conditions set by the selected investment providers, or the SSP plan design as developed by TRS.

Hereby approved and dated this 14th day of September, 2022.

_____, President, Board of Education

Attest:

_____, Secretary, Board of Education

**TEACHERS' RETIREMENT SYSTEM
OF THE STATE OF ILLINOIS**

**457(b) DEFERRED COMPENSATION
SUPPLEMENTAL SAVINGS PLAN ("SSP")**

**Effective October 29, 2019
Amended October 29, 2021
Amended and Restated June 16, 2022**

Table of Contents

ARTICLE I: ESTABLISHMENT OF PLAN	1
Section 1.01. Plan Establishment, History, and Purpose.....	1
Section 1.02. Plan Funding.....	1
ARTICLE II: CONSTRUCTION AND DEFINITIONS	1
Section 2.01. Construction and Governing Law.....	1
Section 2.02. Definitions.....	2
ARTICLE III: ELIGIBILITY AND PARTICIPATION	7
Section 3.01. Participation.....	7
Section 3.02. Cessation of Contributions.....	8
ARTICLE IV: CONTRIBUTIONS	8
Section 4.01. Elective Deferrals.....	8
Section 4.02. Automatic Elective Deferrals.....	9
Section 4.03. Discretionary Employer Contributions.	10
Section 4.04. Sick, Vacation and Back-Pay.....	11
Section 4.05. Rollover Contributions to the Plan.	11
Section 4.06. In-Plan Roth Rollover.	12
Section 4.07. Plan-to-Plan Transfer.....	12
Section 4.08. Leave of Absence.....	12
Section 4.09. Expenses of Plan.	13
ARTICLE V: LIMITATIONS ON CONTRIBUTIONS	13
Section 5.01. Elective Deferral Limits.	13
Section 5.02. Employer Contribution Limits.....	14
Section 5.03. Coordination of Limits.....	14
Section 5.04. Correction of Excess Deferrals.	15
ARTICLE VI: ACCOUNTING	15
Section 6.01. Participant Accounts.	15
Section 6.02. Participant Statements.	15
Section 6.03. Value of Account.....	15
ARTICLE VII: INVESTMENT OF CONTRIBUTIONS	16
Section 7.01. Fund Sponsors and Investment Funds.	16
Section 7.02. Default Investments.	16

ARTICLE VIII: TRUST	16
Section 8.01. Trust Fund.....	16
Section 8.02. Trust Status.....	16
ARTICLE IX: DISTRIBUTIONS.....	17
Section 9.01. Distribution Restrictions.....	17
Section 9.02. Payment Options.....	17
Section 9.03. Death Benefit.....	18
Section 9.04. Required Distribution Rules.....	18
Section 9.05. Unforeseeable Financial Emergency Distributions.....	20
Section 9.06. Transfer to Defined Benefit Governmental Plan.....	20
Section 9.07. Plan to Plan Transfer	21
ARTICLE X: LOANS	21
Section 10.01. Availability of Participant Loans.....	21
ARTICLE XI: VESTING.....	21
ARTICLE XII: ROLLOVERS FROM THIS PLAN	21
Section 12.01. Definitions for this Article.....	21
Section 12.02. Direct Transfer of Eligible Rollover Distribution.....	23
Section 12.03. Mandatory Withholding of Eligible Rollover Distributions.....	23
Section 12.04. Explanation of Plan Distribution and Withholding Requirements.....	23
ARTICLE XIII: ADMINISTRATION OF THE PLAN	24
Section 13.01. Authority of the Administrator.....	24
Section 13.02. Responsibility of the Employer.....	24
Section 13.03. Powers of the Administrator.....	24
Section 13.04. Delegation by Administrator.....	25
Section 13.05. Employment of Consultants.....	25
ARTICLE XIV: REQUESTS FOR INFORMATION AND CLAIMS PROCEDURES.....	25
Section 14.01. Requests for Information Concerning Eligibility, Participation and Contributions.....	25
Section 14.02. Requests for Information Concerning Investment Funds.....	26
Section 14.03. Processing of Claims.....	26
ARTICLE XV: AMENDMENT AND TERMINATION.....	26
Section 15.01. Amendment and Termination.....	26
Section 15.02. Adverse Effects.....	26
Section 15.03. Distribution Upon Termination of the Plan.....	26

ARTICLE XVI: MISCELLANEOUS	27
Section 16.01. Non-Alienation.....	27
Section 16.02. Military Service.....	27
Section 16.03. Limitation of Rights and Obligations.	28
Section 16.04. Federal and State Taxes.....	29
Section 16.05. Erroneous Payments.....	29
Section 16.06. Missing or Lost Participants.....	29
Section 16.07. Liability.....	29
Section 16.08. No Reversion.	30
Section 16.09. Finality of Determination.....	30
Section 16.10. Claims of Other Persons.....	30
Section 16.11. Counterparts.	30

ARTICLE I: ESTABLISHMENT OF PLAN

Section 1.01. Plan Establishment, History, and Purpose.

(a) Pursuant to Section 16-204 of the Illinois Pension Code, 40 ILCS 5/16-204, the Board of Trustees (“Board”) of the Teachers’ Retirement System of the State of Illinois (“System”) establishes the Teachers’ Retirement System of the State of Illinois Supplemental Savings Plan (“SSP” or “Plan”), effective October 29, 2019, for the benefit of eligible members.

(b) The Plan is an eligible deferred compensation plan under Section 457(b) of the Internal Revenue Code (“Code”) and is a governmental plan within the meaning of Code Section 414(d) and Section 3(32) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). As a governmental plan, ERISA does not apply.

(c) The purpose of the Plan is to provide eligible individuals the opportunity to save on a regular and long-term basis for their retirement by allowing participants to designate a portion of their compensation to be deferred and invested until such time as the participants may withdraw such amounts as provided under the terms of this Plan.

Section 1.02. Plan Funding.

The Plan is funded exclusively through Contributions, which shall be used for the purchase of Investment Funds from the Fund Sponsor(s).

ARTICLE II: CONSTRUCTION AND DEFINITIONS

Section 2.01. Construction and Governing Law.

(a) This Plan shall be interpreted, enforced and administered in accordance with the Code and, when not inconsistent with the Code, or expressly provided otherwise herein, the laws of the State of Illinois without regard to conflict of law principles.

(b) Words used herein in the masculine gender shall be construed to include the feminine gender where appropriate, and *vice versa*, words used herein in the singular or plural shall be construed as being in the plural or singular where appropriate, and *vice versa*.

(c) The headings and subheadings in the Plan are inserted for convenience of reference only and are not to be considered in the construction of any provision of the Plan.

(d) If any provision of the Plan shall be held to violate the Code or be illegal or invalid for any other reason, that provision shall be deemed to be null and void, but the invalidation of that provision shall not otherwise impair or affect the Plan.

(e) In resolving any conflict between provisions of the Plan and in resolving any other uncertainty as to the meaning or intention of any provision of the Plan, the interpretation that causes the Plan to (i) constitute an eligible deferred compensation plan under the provisions of

Code Section 457(b), (ii) be a “governmental” plan as defined in ERISA Section 3(32) and Code Section 414(d), and (iii) comply with all applicable requirements of the Code shall prevail over any different interpretation.

Section 2.02. Definitions.

When the initial letter of a word or phrase is capitalized herein the meaning of such word or phrase shall be as follows:

(a) “Account” means the following separate accounts maintained for each Participant reflecting his or her interest under the Plan as follows:

(1) “Pre-Tax Contribution Account” means the account maintained to reflect the Participant’s interest under the Plan attributable to his or her Pre-Tax Contributions pursuant to Section 4.01.

(2) “Roth Contribution Account” means the account maintained to reflect the Participant’s interest under the Plan attributable to his or her Roth Contributions pursuant to Section 4.01.

(3) “Discretionary Employer Contribution Account” means the account maintained to reflect the Participant’s interest under the Plan attributable to his or her Discretionary Nonelective Contributions and Discretionary Matching Contributions, if any, pursuant to Section 4.03.

(4) “Rollover Contribution Account” means the account maintained to reflect the Participant’s interest under the Plan attributable to his or her Rollover Contributions pursuant to Section 4.05.

(b) “Administrator” means the System; provided, however, that to the extent that the System has delegated any of its responsibilities as Administrator to any other person, persons or entities, the term Administrator shall be deemed to refer to that person, persons, or entity.

(c) “Alternate Payee” means any Spouse, former Spouse, child or dependent of a Participant who is recognized by a Qualified Illinois Domestic Relations Order (“QILDRO”) issued in accordance with the Illinois Pension Code, 40 ILCS 5/1-119, as having a right to receive all, or a portion of, the benefit payable under the Plan with respect to such Participant.

(d) “Applicable Form” means the appropriate form as designated and furnished by the Administrator or the Fund Sponsor to make any election or provide any notice required by the Plan. In those circumstances where a written election or consent is not required by the Plan or the Code, the Administrator and/or the Fund Sponsor may prescribe an electronic or telephonic form in lieu of or in addition to a written form.

(e) “Automatic Contribution Arrangement” is an arrangement under which in the absence of an affirmative election by a Covered Employee, the Covered Employee shall be automatically enrolled in the Plan, and a certain percentage of the Participant’s Compensation shall

be withheld from the Covered Employee's pay and contributed to a Pre-Tax Contribution Account under the Plan as an Elective Deferral on behalf of the Participant.

(f) "Beneficiary" means the person, company, trustee or estate designated by the Participant on the Applicable Form to receive any benefits payable under the Plan in the event of the Participant's death. If the designated Beneficiary does not survive the Participant or there is no Beneficiary designated, the Participant's surviving Spouse or, if applicable, the Participant's civil union partner within the meaning of 750 ILCS 75, shall be the Beneficiary. If there is no surviving Spouse or civil union partner, the Participant's estate shall be the Beneficiary. Beneficiary also means an alternate payee within the meaning of Code Section 414(p)(8).

(g) "Board" means the System's Board of Trustees.

(h) "Code" means the Internal Revenue Code of 1986, as amended from time to time.

(i) "Compensation" means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year and amounts that would be cash compensation includible in gross income but for a reduction election under Code Section 125, 132(f) 401(k), 403(b), or 457(b) (including any Elective Deferrals under the Plan). Compensation does not include amounts "picked up" by the Employer within the meaning of Code Section 414(h). Compensation includes any compensation described in subsection (1) or (2), provided it is paid by the later of two and one-half (2½) months after the Employee's Severance from Employment with the Employer or the end of the calendar year in which the Employee has a Severance from Employment with the Employer:

(1) a payment that would have been paid to the Employee prior to a Severance from Employment if the Employee continued in employment with the Employer and that otherwise satisfies the definition of Compensation; and

(2) a payment for unused accrued *bona fide* sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued and the payment would be Compensation if paid prior to the Employee's Severance from Employment, and only if the Employee separately elects for such payment to be reduced on his or her Salary Reduction Agreement pursuant to Section 4.01.

Any payment that is not described in subsection (1) or (2) is not considered Compensation if paid after Severance from Employment. Thus, for example, Compensation does not include amounts paid after Severance from Employment that are severance pay or unfunded nonqualified deferred compensation.

(j) "Contributions" mean Pre-Tax Contributions, Roth Contributions, Discretionary Nonelective Contributions, Discretionary Matching Contributions, and Rollover Contributions.

(k) "Cost-of-Living Adjustment" means the cost-of-living adjustment prescribed by the Secretary of the Treasury under Code Section 401(a)(17), 414(v), or 457(e)(15) for any applicable year.

(l) “Covered Employee” means an Employee identified by the Administrator as being covered under an Automatic Contribution Arrangement pursuant to Section 4.02.

(m) “Discretionary Employer Contributions” means Discretionary Matching Contributions and Discretionary Nonelective Contributions.

(n) “Discretionary Matching Contributions” mean any contributions made to the Plan by the Employer in accordance with Section 4.03 that are related to a Participant’s contributions to this Plan or another retirement plan.

(o) “Discretionary Nonelective Contributions” mean any contributions made to the Plan by the Employer in accordance with Section 4.03 that are not related to a Participant’s contributions to this Plan or another retirement plan.

(p) “Effective Date” means October 29, 2019.

(q) “Elective Deferral” means Pre-Tax Contributions and Roth Contributions.

(r) “Employee” means a teacher (as defined in Section 16-106 of the Illinois Pension Code) who is a full-time or part-time contractual employee of an Employer. An Employee does not include an individual who is a leased employee under Code Section 414(n)(2).

(s) “Employer” means each employing unit subject to Article 16 of the Illinois Pension Code, who is an eligible employer within the meaning of Code Section 457(e)(1)(A) and which has adopted this Plan by executing a Participation Agreement provided by the System.

(t) “Fund Sponsor” means a bank, insurance company, regulated investment company, or another entity that has been approved by the Administrator to make Investment Funds available to Participants under this Plan. The Administrator, in its sole and absolute discretion, shall select the Fund Sponsor(s) and may add or delete Fund Sponsor(s).

(u) “HEART Act” means the Heroes Earnings Assistance and Relief Tax Act of 2008, as amended from time to time.

(v) “Illinois Pension Code” means 40 ILCS 5 *et seq.*, as amended from time to time.

(w) “Includible Compensation” means all compensation received by an Employee from the Employer that is includible in his or her gross income for federal income tax purposes (computed without regard to Code Section 911) for that taxable year. Includible Compensation also includes any amounts excludable from taxable income because of an election under Code Sections 401(k), 403(b), 457(b), 125, and 132(f). Includible Compensation includes any compensation described in paragraphs (1) and (2), provided the compensation is paid by the later of two and one-half (2½) months after the Employee’s Severance from Employment or the end of the calendar year in which the Employee has a Severance from Employment:

(1) any payment that would have been paid to the Employee prior to a Severance from Employment if the Employee had continued in employment with the

Employer and that is regular compensation for services during the Employee's regular working hours, compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and

(2) a payment for unused accrued bona fide sick leave, vacation or other leave, but only if the Employee would have been able to use the leave if employment had continued and the payment would have been included in the definition of Earnings if paid prior to the Employee's Severance from Employment.

Includible Compensation is determined without regard to any community property laws. Includible Compensation shall not exceed the limits under Code Section 401(a)(17), to the extent applicable, increased by the Cost-of-Living Adjustment.

(x) "ILCS" means the Illinois Compiled Statutes, as amended from time to time.

(y) "Ill. Admin. Code" means the Illinois Administrative Code, as amended from time to time.

(z) "Investment Funds" means the mutual funds, collective investment funds, insurance company separate accounts, annuity contracts, or other investment vehicles made available to Participants for the investment of their Accounts. The Administrator, in its sole and absolute discretion, shall select the Investment Funds and may add or delete Investment Funds.

(aa) "Normal Retirement Age" means for purposes of Section 5.01(c), any age designated by a Participant (i) beginning no earlier than the earliest age at which a Participant has the right to retire under the System's pension plan and to receive immediate retirement benefits without actuarial or similar reduction because of retirement before some later age specified in such basic pension plan and (ii) ending no later than age seventy and one-half (70½). If a Participant does not designate a Normal Retirement Age, Normal Retirement Age means age seventy and one-half (70½).

(bb) "Participant" means any Employee or Alternate Payee who is or may become eligible to receive a benefit of any type under the Plan. A Participant shall also mean, when appropriate to the context, a former Employee who is eligible to receive a benefit of any type under the Plan.

(cc) "Participation Agreement" means the agreement between the TRS and an Employer establishing the Employer's participation in the Plan.

(dd) "Plan" or "SSP" means the "Teachers' Retirement System of the State of Illinois Supplemental Savings Plan" as amended from time to time.

(ee) "Plan Year" means July 1 through June 30; provided, however, that the initial Plan Year shall be October 29, 2019, through June 30, 2020.

(ff) “Pre-Tax Contributions” mean contributions made to the Plan by the Employer at the election of a Participant pursuant to a Salary Reduction Agreement in accordance with Section 4.01.

(gg) “Qualified Distribution” means a distribution from a Roth Contribution Account after the Participant has satisfied a five (5) year tax holding period and has attained age fifty-nine and one-half (59½), died, or become Disabled, in accordance with Code Section 402A(d). The five (5) year tax holding period is the period of five (5) consecutive taxable years that begins with the first day of the first taxable year in which the Participant makes a designated Roth Contribution under the Plan or to another retirement plan which amount was directly rolled over to the Plan and ends when five (5) consecutive taxable years have been completed.

(hh) “Rollover Contributions” mean an amount contributed to the Plan pursuant to Section 4.05.

(ii) “Roth Contributions” mean contributions made to the Plan by the Employer at the election of a Participant under a Salary Reduction Agreement that have been (i) designated irrevocably by the Participant as a Roth Contribution being made in lieu of all or a portion of the Pre-Tax Contributions the Participant is otherwise eligible to make under the Plan, and (ii) treated by the Employer as includible in the Participant’s gross income at the time the Participant would have received that amount in cash if the Participant had not made such an election.

(jj) “Salary Reduction Agreement” means an agreement using the Applicable Form prescribed by the System entered into between an Employee and the Employer pursuant to Section 4.01. Such agreement shall not be effective with respect to Compensation made available prior to the effective date of such agreement and shall be binding on the parties and irrevocable with respect to Compensation earned while it is in effect.

(kk) “Section” means, when not preceded by the word Code, a section of the Plan.

(ll) “Severance from Employment” means the termination of the employment relationship between the Employee and all Employers. Notwithstanding the preceding, for purposes of Section 9.01 only, a Participant shall be treated as having had a Severance from Employment during any period the Participant is performing service in the uniformed services described in Code Section 3401(h)(2)(A).

(mm) “Spouse” means the person to whom a Participant is legally married under federal law or civil union partner within the meaning of 750 ILCS 75.

(nn) “TRS” or “System” means the Teachers’ Retirement System of the State of Illinois, a retirement system established under Article 16 of the Illinois Pension Code.

(oo) “Trust” means any trust that satisfies the requirements of Code Section 457(g) (including a custodial account or annuity contract described in Code Section 401(f) that satisfies the requirements of Code Section 457(g)(3)) established to hold the Trust Fund, and as maintained pursuant to a trust agreement, custodial account, or annuity contract.

(pp) “Trust Fund” means the assets of the Plan held pursuant to the terms of the Plan and the Trust.

(qq) “Trustee” means the trustee or any successor trustee designated and appointed by the System and includes a custodian under a custodial account or annuity contract under Code Section 457(g)(3).

(rr) “Unforeseeable Financial Emergency” means a severe financial hardship of the Participant resulting from:

(1) an illness or accident of the Participant, the Participant’s Spouse, or the Participant’s dependent (as defined in Code Section 152, without regard to Code Sections 152(b)(1), (b)(2), and (d)(1)(B));

(2) loss of the Participant’s property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner’s insurance, *e.g.*, as a result of a natural disaster); or

(3) other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant.

(ss) “USERRA” means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended from time to time.

(tt) “Vested” means the interest of the Participant or Beneficiary in his or her Accounts which is unconditional, legally enforceable, and nonforfeitable at all times.

ARTICLE III: ELIGIBILITY AND PARTICIPATION

Section 3.01. Participation.

(a) An Employee employed by an Employer prior to the Effective Date of the Plan may become a Participant in the Plan for purposes of Elective Deferrals and Discretionary Employer Contributions, if any, upon the Effective Date of the Plan.

(b) An Employee employed or reemployed by an Employer on or after the Effective Date of the Plan may become a Participant in the Plan for purposes of Elective Deferrals and Discretionary Employer Contributions, if any, immediately upon the commencement of employment with the Employer.

(c) To become a Participant under the Plan, an Employee must complete the Applicable Form(s), which may include a Salary Reduction Agreement and/or Fund Sponsor enrollment and investment election forms, and return them to the Administrator or Fund Sponsor, as applicable. Notwithstanding the foregoing, in accordance with the provisions of Section 4.02, a Covered Employee shall become a Participant in the Plan, irrespective of whether he or she completes a Salary Reduction Agreement.

Section 3.02. Cessation of Contributions.

A Participant shall cease to be eligible to make Contributions under the Plan when (i) he or she is no longer an Employee or (ii) the Plan is terminated.

ARTICLE IV: CONTRIBUTIONS

Section 4.01. Elective Deferrals.

(a) Subject to the limitations under Article V, an Employee who has satisfied the participation requirements under Section 3.01 (a) or (b) may enter into a written Salary Reduction Agreement with the Employer agreeing to contribute each pay period Pre-Tax Contributions and/or Roth Contributions to the Plan equal to a whole percentage or fixed dollar amount of his or her Compensation, as permitted by the Administrator. Elective Deferrals shall begin as soon as administratively practicable following the date specified in the Salary Reduction Agreement, or, if later or if no date is specified, as soon as administratively practicable after the Salary Reduction Agreement is filed with the Administrator. Notwithstanding the preceding, the Salary Reduction Agreement shall become effective no earlier than the first day of the month following the month in which the Salary Reduction Agreement is executed and submitted to the Administrator.

(b) Elective Deferrals shall reduce the Compensation otherwise payable to a Participant and shall be paid in cash to the Trust Fund by the Employer, on a basis consistent with its payroll practices, as soon as administratively feasible after being withheld from the Compensation of a Participant, but no later than fifteen (15) business days following the end of the month in which such amount is withheld from the Compensation of the Participant.

(c) If the Participant fails to designate whether Elective Deferrals are Pre-Tax Contributions or Roth Contributions, the Participant will be deemed to have designated his or her Elective Deferrals as Pre-Tax Contributions. Pre-Tax Contributions shall be allocated to the Pre-Tax Contribution Account of the Participant as of the date of contribution. Roth Contributions shall be allocated to the Roth Contribution Account of the Participant as of the date of contribution.

(d) A Participant may change his or her election to make Pre-Tax Contributions and/or Roth Contributions at any time by filing a new Salary Reduction Agreement with the Administrator. Any such changes shall be effective as soon as administratively practicable following the date specified in the new Salary Reduction Agreement, or, if later, as soon as administratively practicable after the Salary Reduction Agreement is filed with the Administrator; provided that the Salary Reduction Agreement shall become effective no earlier than the first day of the month following the month in which the Salary Reduction Agreement is executed and submitted to the Administrator.

(e) A Participant may terminate his or her election to make Elective Deferrals at any time by filing the Applicable Form with the Administrator, which shall be effective as soon as administratively practicable after the Applicable Form is filed with the Administrator.

(f) An election to make Elective Deferrals shall not be valid with respect to any period during which the Participant is not an Employee. No election to make, change, or discontinue Elective Deferrals shall be given retroactive effect.

(g) The Administrator may establish additional non-discriminatory rules and procedures governing the manner and timing of elections by Participants to make, change, or discontinue Elective Deferrals.

Section 4.02. Automatic Elective Deferrals.

(a) This Section 4.02 is intended to implement an eligible Automatic Contribution Arrangement that satisfies the uniformity requirement under paragraph (c) below and the notice requirement under paragraph (d) below. An Employee who is a Covered Employee shall be automatically enrolled in the Plan pursuant to this Section 4.02 as described in 40 ILCS 5/16-204.

(b) Notwithstanding Section 4.01, a Covered Employee shall be deemed to have elected Pre-Tax Contributions per pay period equal to the percentage of Compensation pursuant to 40 ILCS 5/16-204 of the Plan Year and for each subsequent Plan Year; provided, however that the preceding sentence shall not apply if, within a reasonable period of time (pursuant to policy established by the Administrator, which shall be uniformly applied on a nondiscriminatory basis) after receipt of the notice described in paragraph (e) below, the Covered Employee affirmatively elects not to make Elective Deferrals to the Plan, affirmatively elects to make Pre-Tax Contributions and/or Roth Contributions under the Plan pursuant to Section 4.01, or affirmatively elects to change the Covered Employee's investment selection from the default Investment Option pursuant to Section 7.02 to a different Investment Option.

(c) The percentage of Compensation withheld as automatic Pre-Tax Contributions pursuant to 40 ILCS 5/16-204 shall be uniform for all Covered Employees, except as reduced to meet the limitations under Article V.

(d) At least thirty (30) but not more than ninety (90) days before the beginning of the Plan Year, each Covered Employee will be provided a notice that meets the requirements of this paragraph. If an Employee becomes a Covered Employee after the ninetieth (90th) day before the beginning of the Plan Year and does not receive the notice for that reason, the notice will be provided no more than ninety (90) days before the Employee becomes a Covered Employee but not later than the date the Employee becomes a Covered Employee. The Notice will accurately describe: (i) the percentage of Compensation withheld as automatic Pre-Tax Contributions that will be made on behalf of the Covered Employee in the absence of an affirmative election; (ii) how automatic Pre-Tax Contributions will be invested in the absence of an investment election by the Covered Employee; (iii) the Covered Employee's right to modify or terminate automatic Pre-Tax Contributions; (iv) the procedures for exercising the Covered Employee's right to make an affirmative election under the Plan; and (v) the Covered Employee's right to make a withdrawal of automatic Pre-Tax Contributions and the procedures for making such a withdrawal.

(e) Automatic Pre-Tax Contributions under this Section 4.02 shall remain in effect until the Participant affirmatively elects to modify or terminate automatic Pre-Tax Contributions by filing the Applicable Forms under Section 4.01.

(f) Automatic Pre-Tax Contributions shall reduce the Compensation otherwise payable to a Participant and shall be paid in cash to the Trust Fund by the Employer, on a basis consistent with its payroll practices, as soon as administratively feasible after being withheld from the Compensation of a Participant, but no later than fifteen (15) business days following the end of the month in which such amount is withheld from the Compensation of the Participant.

(g) Automatic Pre-Tax Contributions shall be allocated to the Pre-Tax Contribution Account of the Participant as of the date of contribution.

(h) Automatic Pre-Tax Contributions shall be invested in a default Investment Option described in Section 7.02 until such time that the Participant makes an affirmative investment election with the Administrator on the Applicable Form.

(i) A Participant who is deemed to have elected to make contributions under this Section 4.02 may, subject to Section 9.01(f) of the Plan, elect to receive a distribution of automatic Pre-Tax Contributions, provided that the Participant completes the Applicable Form and the Administrator receives the Applicable Form within ninety (90) days following the date of the Participant's initial contribution. A Participant who elects under this Section to receive a distribution of automatic Pre-Tax Contributions shall not be entitled to retain or receive a distribution of any Discretionary Employer Contributions made with respect to such automatic Pre-Tax Contributions. Any distribution request made pursuant to this paragraph shall be treated as an affirmative election to stop having Elective Deferrals made to the Plan on behalf of the Covered Employee.

(j) The Administrator may establish additional nondiscriminatory rules and procedures governing the administration of automatic Pre-Tax Contributions.

Section 4.03. Discretionary Employer Contributions.

(a) An Employer may make Discretionary Employer Contributions, which may include Discretionary Matching Contributions and Discretionary Nonelective Contributions, by completing and returning any Applicable Forms to the Administrator.

(b) Notwithstanding Section 3.01(c), if an Employee fails to complete the Applicable Form(s) at such time that the Employee is eligible for Discretionary Employer Contributions, Discretionary Employer Contributions shall be made by the Employer to a Discretionary Employer Contribution Account under the Plan on behalf of the Participant and invested in the default Investment Option described in Section 7.02 until such time that the Employee completes the Applicable Form(s).

(c) The System may establish reasonable policies to govern Discretionary Employer Contributions under the Plan, which may be amended from time to time. All Discretionary Employer Contributions shall comply with such policies and shall be administered in accordance with such policies.

(d) Employer Contributions shall be allocated to each Participant's Discretionary Employer Contribution Account, as applicable, as of the date made to the Plan, but no later than the last day of the Plan Year.

Section 4.04. Sick, Vacation and Back-Pay.

A Participant who has not had a Severance from Employment may elect to defer accumulated sick pay, accumulated vacation pay, and back pay under the Plan if the requirements of Code Section 457(b) are satisfied. These amounts may be deferred for any calendar month only if a Salary Reduction Agreement providing for the deferral is entered into before the beginning of the month in which the amounts would otherwise be paid or made available and the Participant is an Employee on the date the amounts would otherwise be paid or made available. Compensation that would otherwise be paid for a payroll period that begins before Severance from Employment is treated as an amount that is paid or made available before an Employee has a Severance from Employment.

Section 4.05. Rollover Contributions to the Plan.

(a) Participants may transfer to the Plan as a Rollover Contribution a distribution from a Code Section 401(a) or 403(a) qualified plan (excluding after-tax contributions), a Code Section 403(b) plan (excluding after-tax contributions), a Code Section 408 individual retirement account or annuity, or a Code Section 457(b) eligible deferred compensation plan which is maintained by an eligible employer described in Code Section 457(e)(1)(A). Any Rollover Contribution (i) shall be subject to the Administrator's determination, in its discretion, that the Rollover Contribution satisfies all applicable requirements of the Code and (ii) shall be made directly from such prior plan, or if such amount was distributed to the Participant, shall be made within sixty (60) days after the Participant receives the rollover amount.

(b) Except as provided in Section 4.06, the Plan shall accept a Rollover Contribution to a Roth Contribution Account only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Code Section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(c) A Rollover Contribution shall be allocated to the Rollover Contribution Account of the Participant as of the date of the contribution; provided, however, that a separate Rollover Contribution Account shall be maintained to reflect (i) a Rollover Contribution to the Plan of an eligible Roth Rollover Contribution pursuant to Section 4.05(b) and (ii) a Rollover Contribution to the Plan that is not from a governmental Code Section 457(b) eligible deferred compensation plan.

(d) Before a Rollover Contribution is made, the Participant shall designate on the Applicable Form the Investment Funds in which the Fund Sponsor should invest the Participant's Rollover Contribution.

Section 4.06. In-Plan Roth Rollover.

(a) Any portion or all of a Participant's Account (other than a Roth Contribution Account or Roth Rollover Contribution Account) is eligible for direct rollover to the Participant's Roth Contribution Account under the Plan, even if the Account is not otherwise distributable (pursuant to Code Section 402A(c)(4)(E)) under Article IX of the Plan, and the transfer shall be treated as a qualified rollover contribution (within the meaning of Code Section 408A(e)) to the Participant's Roth Contribution Account.

(b) A Participant's election under this Section 4.06 shall be subject to the reasonable administrative procedures established by the Administrator, Code Section 402A(c)(4) and the regulations thereunder, and subsequent guidance from the Internal Revenue Service.

(c) The taxable portion of the Participant's Account directly rolled over to a Roth Contribution Account under this Section 4.06 shall be included in the Participant's gross income in the tax year in which the transfer occurs.

(d) To the extent required by Code Section 402(f), the Administrator shall provide written information regarding in-Plan Roth rollovers under this Section 4.06, for amounts that are otherwise distributable under Article IX.

Section 4.07. Plan-to-Plan Transfer.

A Participant and/or an Employer on behalf of a Participant or group of Participants may direct a transfer to this Plan from another governmental Code Section 457(b) plan under the following conditions:

(a) The transferor plan provides for transfer;

(b) The Participant whose amounts are being transferred will have a deferred amount immediately after the transfer at least equal to the deferred amount with respect to that Participant immediately before the transfer;

(c) The Participant whose amounts are being transferred is an Employee and the transferor plan is sponsored and/or maintained by the Employer; and

(d) The transfer satisfies such other rules and policies established by the Administrator or the Fund Sponsor.

Section 4.08. Leave of Absence.

During a paid leave of absence, Contributions shall continue to be made for a Participant on the basis of Compensation paid by the Employer during the leave. No Contributions shall be made on behalf of a Participant who is on an unpaid leave of absence.

Section 4.09. Expenses of Plan.

All reasonable expenses of administering the Plan shall be charged against and paid from the Participant's Accounts, subject to the terms of the applicable Investment Funds, unless paid by the System or the Employer. The Administrator shall have the right to allocate expenses associated with maintaining the Accounts of terminated Employees to such Accounts, even if no expenses are allocated to the Accounts of active Employees, in accordance with rules promulgated by the Internal Revenue Service.

ARTICLE V: LIMITATIONS ON CONTRIBUTIONS

Section 5.01. Elective Deferral Limits.

(a) The maximum amount of Elective Deferrals to the Plan for any calendar year shall be limited to the lesser of (i) the applicable dollar amount as provided in Code Section 457(e)(15) or (ii) the Participant's Includible Compensation as provided in Code Section 457(b)(2). The applicable dollar amount is Twenty Thousand Five Hundred Dollars (\$20,500) for 2022, increased thereafter by the Cost-of-Living Adjustment.

(b) A Participant who attains age fifty (50) or more by the end of the calendar year, and who is contributing up to the applicable dollar amount under paragraph (a), may make additional Elective Deferrals under Code Section 414(v) of up to Six Thousand Five Hundred Dollars (\$6,500) for 2022, increased thereafter by the Cost-of-Living Adjustment.

(c) If the applicable year is one of a Participant's last three calendar years ending before the year in which the Participant attains Normal Retirement Age and the amount determined under this paragraph (c) exceeds the amount computed under paragraphs (a) and (b), then the Elective Deferrals limit under this Article V shall be the lesser of:

(1) An amount equal to two (2) times the applicable dollar amount set forth in paragraph (a) for such year; or

(2) The sum of:

(i) An amount equal to (A) the aggregate paragraph (a) limit for the current year plus each prior calendar year beginning after December 31, 2001, during which the Participant was an Employee under the Plan, minus (B) the aggregate amount of Compensation that the Participant deferred under the Plan during such years, plus

(ii) An amount equal to (A) the aggregate limit referred to in Code Section 457(b)(2) for each prior calendar year beginning after December 31, 1978, and before January 1, 2002, during which the Participant was an Employee (determined without regard to paragraph (b) or (c)), minus (B) the aggregate contributions to Pre-2002 Coordination Plans (as defined by Treasury regulations and as provided in Section 5.03(c)) for such years.

However, in no event can the Elective Deferrals be more than the Participant's Compensation for the year.

Section 5.02. Employer Contribution Limits.

If the Employer elects to make Discretionary Employer Contributions to the Plan on behalf of a Participant pursuant to Section 4.03, the Discretionary Employer Contributions shall be deemed Elective Deferrals for purposes of this Article, and shall apply toward the maximum Elective Deferral limits set forth in this Article.

Section 5.03. Coordination of Limits.

(a) If the Participant is or has been a participant in one or more other eligible plans within the meaning of Code Section 457(b), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Article V. For this purpose, each Employer shall take into account any other such eligible plan maintained by that Employer. The Employer shall also take into account any eligible plan maintained by another employer but only if the Participant timely provides the Employer sufficient information concerning the Participant's participation in such plan.

(b) In applying Section 5.03, a year shall be taken into account only if:

(1) the Participant was eligible to participate in the Plan during all or a portion of the year; and

(2) Compensation deferred, if any, under the Plan during the year was subject to the applicable dollar amount described in Section 5.01(a) or any other plan ceiling required by Code Section 457(b).

(c) For purposes of Section 5.01(c)(2)(ii) "contributions to Pre-2002 Coordination Plans" means any employer contribution, salary reduction or elective contribution under any other eligible Code Section 457(b) plan, or a salary reduction or elective contribution under any Code Section 401(k) qualified cash or deferred arrangement, Code Section 402(h)(1)(B) simplified employee pension (SARSEP), Code Section 403(b) annuity contract, and Code Section 408(p) simple retirement account, or under any plan for which a deduction is allowed because of a contribution to an organization described in Code Section 501(c)(18), including plans, arrangements or accounts maintained by the Employer or any employer for whom the Participant performed services. However, the contributions for any calendar year are only taken into account for purposes of Section 5.01(c)(2)(ii) to the extent that the total of such contributions does not exceed the aggregate limit referred to in Code Section 457(b)(2) for that year.

(d) For 2002 and thereafter, any amounts contributed by the Participant to a tax-sheltered annuity pursuant to Code Section 403(b) or to a 401(k) plan pursuant to Code Section 402(e)(3) shall not reduce the maximum Elective Deferrals under Section 5.01.

(1) An individual is treated as not having deferred compensation under a plan for a prior taxable year to the extent excess deferrals under the plan are distributed, as described in Section 5.04. To the extent that the combined deferrals for pre-2002 years exceeded the maximum deferral limitations, the amount is treated as an excess deferral for those prior years.

(2) The Participant is responsible for ensuring coordination of these limits.

Section 5.04. Correction of Excess Deferrals.

(a) If the Elective Deferrals on behalf of a Participant for any calendar year exceeds the limitations described above, or the Elective Deferrals on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another eligible deferred compensation plan under Code Section 457(b) for which the Participant timely provides information that is accepted by the Employer, then the Elective Deferrals, to the extent in excess of the applicable limitation and adjusted for earnings, shall be distributed to the Participant no later than April 15 following the calendar year in which the excess Elective Deferral was made.

(b) If a Participant who made contributions to both the Pre-Tax Contribution Account and Roth Contribution Account for a calendar year has excess amounts for that year, the excess amounts will be distributed out of the Roth Contribution Account first, unless the Participant elects to instead have the excess amounts distributed first out of the Pre-Tax Contribution Account.

ARTICLE VI: ACCOUNTING

Section 6.01. Participant Accounts.

The Administrator shall establish and maintain adequate records to reflect the Accounts of each Participant and Beneficiary. Credits and charges shall be made to such Accounts to reflect additions, distributions, and withdrawals, and to reflect gains or losses pursuant to the terms of each Investment Fund. The maintenance of individual Accounts is for accounting purposes only, and a segregation of Plan assets to each Account shall not be required.

Section 6.02. Participant Statements.

The Administrator shall provide to each Participant a quarterly statement reflecting the value of the Participant's Account(s) as of the end of each quarter and shall provide similar information to the Administrator upon its request.

Section 6.03. Value of Account.

The value of the Account of a Participant as of any valuation date is the value of the Account balance as determined by the Fund Sponsor. All transactions and Account records shall be based on fair market value.

ARTICLE VII: INVESTMENT OF CONTRIBUTIONS

Section 7.01. Fund Sponsors and Investment Funds.

(a) All Contributions under the Plan shall be transferred to the Fund Sponsor(s) to be held, managed, invested and distributed in accordance with the provisions of the Plan and the Investment Funds as applicable. All benefits under the Plan shall be distributed solely from the Investment Funds, and the System and/or Employer shall have no liability for any such benefits other than the obligation to make Contributions as provided in the Plan.

(b) Participants' Accounts shall be invested in one or more of the Investment Funds available to Participants under this Plan, as selected by the Administrator and communicated to Participants. The Administrator's current selection of Fund Sponsor(s) and Investment Funds is not intended to limit future additions or deletions of Fund Sponsor(s) or Investment Funds.

(c) A Participant shall have the right to direct the investment of his or her Account by filing the Applicable Form with the Administrator. A Participant may change his or her investment election as often as determined by the Administrator. A Participant may elect to transfer all or any portion of his or her Accounts invested in any one Investment Fund to another Investment Fund, subject to the limitations of the Investment Fund(s), by filing a request on the Applicable Form with the Administrator or by such other means that may be provided for by the Administrator.

Section 7.02. Default Investments.

If a Participant does not have a valid and complete investment direction on file with the Administrator on the Applicable Form, Contributions may be invested in a default fund selected by the Administrator in its sole discretion, until the Participant makes an affirmative election regarding the investment of his or her Account.

ARTICLE VIII: TRUST

Section 8.01. Trust Fund.

All Contributions under the Plan shall be transferred to the Trustee to be held in Trust as part of the Trust Fund in accordance with the provisions of the Plan and the Investment Funds, as applicable. All assets held in connection with the Plan, including all Contributions, all property and rights acquired or purchased with such amounts, and all income attributable to such amounts, property or rights, shall be held in, managed, invested and distributed in Trust as part of the Trust Fund, in accordance with the provisions of the Plan. All benefits under the Plan shall be distributed solely from the Trust Fund, and the System and/or Employer shall have no liability for any such benefits other than the obligation to make Contributions as provided in the Plan.

Section 8.02. Trust Status.

The Trust Fund shall be held in Trust for the exclusive benefit of Participants and Beneficiaries under the Plan in accordance with Code Section 457(g). No part of the Trust Fund shall be used

for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries, and for defraying the reasonable expenses of the Plan and Trust. The Trust is exempt from tax pursuant to Code Sections 457(g)(2) and 501(a).

ARTICLE IX: DISTRIBUTIONS

Section 9.01. Distribution Restrictions.

(a) Except as otherwise provided in this Article IX, a Participant is not entitled to a distribution of his or her Accounts under the Plan until the earlier of (i) the Participant's Severance from Employment or (ii) the calendar year in which the Participant attains age fifty-nine and one-half (59 ½).

(b) If a Participant had a Severance from Employment solely because he or she is performing service in the uniformed services as described in Code Section 3401(h)(2)(A), and the Participant receives a distribution under the Plan because of such Severance from Employment, the Participant may not make Elective Deferrals to the Plan for the six (6) month period beginning on the date of the distribution.

(c) If a Participant has a Rollover Contributions Account, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the Rollover Contributions Account.

(d) A Participant may submit a request for distribution to the Administrator on the Applicable Form. The Employer shall certify that the Participant has had a Severance from Employment, if applicable.

(e) If TRS has received a QILDRO, as described in Section 16.01(b), pending with respect to a Participant's Account, TRS may, in its discretion, put a hold on approving any distribution to the Participant until the QILDRO is entered and accepted by TRS or the QILDRO has been withdrawn.

(f) Notwithstanding the provisions of this Section 9.01 to the contrary, provided the Participant completes an Applicable Form and the Administrator receives the properly completed Applicable Form within ninety (90) days following the date of the Participant's initial contribution in the Plan under Section 4.02, the Participant may elect to receive a distribution of contributions (excluding Discretionary Employer Contributions, if any), pursuant to Section 4.02(i), which shall be adjusted by the Administrator for earnings or losses and distributed to the Participant.

Section 9.02. Payment Options.

(a) Subject to Section 9.04, the terms of the Investment Funds, and any restrictions established by the System, a Participant may elect to receive his or her Account under any form of payment offered by the Administrator.

(b) To the extent permitted by the Investment Funds, the Administrator may make a lump sum payment of an Account without the consent of the Participant or Beneficiary if his or her Account balance does not exceed Five Thousand Dollars (\$5,000) or if different, the dollar limit under Code Section 411(a)(11), provided that to the extent the Account balance exceeds One Thousand Dollars (\$1,000), or if different, the dollar amount under Code Section 401(a)(31)(B)(i)(I), such distribution shall be made in a direct rollover to an individual retirement plan designated by the Administrator, unless the Participant elects to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly in a lump sum. For this purpose, the value of a Participant's or Beneficiary's Account balance shall not include any amounts in his or her Rollover Contribution Account. Any lump sum payments made under this Section 9.02(b) shall be made in a uniform and nondiscriminatory manner.

Section 9.03. Death Benefit.

If a Participant dies before distribution of his or her Account commences, his or her Account shall be payable to his or her Beneficiary(ies) under the payment options available under the Investment Fund(s), subject to Code Section 401(a)(9).

Section 9.04. Required Distribution Rules.

The provisions of this Section 9.04 take precedence over any inconsistent provisions of the Plan. All distributions under this Plan shall be made in accordance with Code Section 401(a)(9), and the regulations promulgated thereunder, including the incidental death benefit rules under Code Section 401(a)(9)(G), and shall comply with the following rules.

(a) Distributions may only be made over one of the following periods (or combination thereof):

- (1) The life of the Participant;
- (2) The life of the Participant and a designated Beneficiary;
- (3) A period certain not extending beyond the life expectancy of the Participant;

or

(4) A period certain not extending beyond the joint and last survivor life expectancy of the Participant and designated Beneficiary.

(b) A Participant's Accounts shall be distributed to the Participant beginning no later than April 1 of the calendar year following the calendar year in which the Participant attains age seventy-two (72) (seventy and one-half (70½) if the Participant was born before July 1, 1949) or, if later, April 1 of the calendar year following the calendar year that the Participant has a Severance from Employment.

(c) Upon the death of the Participant before distributions of his or her Account(s) begin under paragraph (b), the following distribution provisions shall take effect; provided, however,

that such provisions shall be subject to any regulations or other guidance issued under Code Section 401(a)(9):

(1) If the Participant has no designated Beneficiary, the Participant's Account(s) under the Plan shall be distributed by December 31 of the calendar year containing the fifth (5th) anniversary of the Participant's death.

(2) If any portion of the Participant's Account(s) are payable to a designated Beneficiary within the meaning of Code Section 401(a)(9)(E)(i), the Participant's Account(s) under the Plan shall be distributed by December 31 of the calendar year containing the tenth (10th) anniversary of the Participant's death.

(3) Notwithstanding subparagraph (2), if any portion of the Participant's Account(s) are payable to an eligible designated Beneficiary within the meaning of Code Section 401(a)(9)(E)(ii), the eligible designated Beneficiary may elect for the Participant's Account(s) to be distributed (i) by December 31 of the calendar year containing the tenth (10th) anniversary of the Participant's death, or (ii) beginning no later than December 31 of the calendar year immediately following the calendar year in which the Participant died, over the life of the eligible designated Beneficiary or over a period not exceeding the life expectancy of the eligible designated Beneficiary. If the eligible designated Beneficiary is the surviving Spouse, the Beneficiary may elect to delay payment under item (ii) until December 31 of the calendar year in which the Participant would have attained age seventy-two (72) (seventy and one-half (70 ½) if the Participant was born before July 1, 1949). If the eligible designated Beneficiary does not elect a method of distribution as provided above, the Participant's Account(s) shall be distributed in accordance with item (i).

(4) Upon either (i) the death of an eligible designated Beneficiary before distribution of the Participant's entire Account(s) or (ii) the attainment of age twenty-one (21) for an eligible designated Beneficiary who is a minor child of the Participant, subparagraph (3) shall no longer apply, and the remainder of the Account shall be distributed under subparagraph (2).

(d) If the Participant dies after distributions of his or her Account(s) begin under paragraph (b), any remaining portion of the Account(s) shall continue to be distributed at least as rapidly as under the method of distribution in effect at the time of the Participant's death and shall be subject to any regulations or other guidance issued under Code Section 401(a)(9).

(e) Any distribution required under the incidental death benefit requirements of Code Section 401(a) shall be treated as distributions required under this Section 9.04.

(f) The Administrator shall be solely responsible for complying with the provisions of this Section 9.04. The Administrator shall calculate the amounts required to be distributed to a Participant under this Section and notify such Participant of such distributions at least sixty (60) days prior to the date distributions must begin.

Section 9.05. Unforeseeable Financial Emergency Distributions.

(a) If permitted by the applicable Investment Fund, a Participant who has not had a Severance from Employment, and who has taken or exhausted all other available in-service withdrawals from the Plan, may request and receive a distribution for an Unforeseeable Financial Emergency from his or her Account, including Discretionary Employer Contributions and Elective Deferrals.

(b) Any distribution made because of the Participant's Unforeseeable Financial Emergency shall not exceed the amount reasonably necessary to relieve the Participant's need, including any anticipated taxes or penalties associated with such distribution.

(c) The Participant's distribution request shall specify the reason for the Unforeseeable Financial Emergency and specify the amount the Participant wishes to withdraw to meet the need caused by the Unforeseeable Financial Emergency.

(d) A distribution on account of Unforeseeable Financial Emergency shall not be made to the extent that such emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets to the extent the liquidation of such assets would not itself cause severe financial hardship, or by cessation of Elective Deferrals under the Plan.

(e) The Administrator shall determine based on uniform and nondiscriminatory standards whether an Unforeseeable Financial Emergency exists based on the facts and circumstances and in accordance with the claim procedures of the Plan.

(f) The Administrator shall take such steps as appropriate to coordinate Unforeseeable Financial Emergency distributions, including collection of information from Fund Sponsors, and transmission of information requested by any Fund Sponsor.

(g) The Administrator may charge a reasonable fee for processing Unforeseeable Financial Emergency distributions.

Section 9.06. Transfer to Defined Benefit Governmental Plan.

(a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code Section 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account transferred to the defined benefit governmental plan, subject to the terms of the Investment Fund(s). A transfer under this Section may be made before the Participant has had a Severance from Employment.

(b) A transfer may be made under this Section only if the transfer is either for the purchase of permissive service credit (as defined in Code Section 415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which Code Section 415 does not apply by reason of Code Section 415(k)(3).

(c) Notwithstanding paragraph (a), no portion of the Participant's Account attributable to Roth Contributions or Roth Rollover Contributions may be transferred under this Section 9.06.

Section 9.07. Plan to Plan Transfer

A Participant may elect to transfer all or a portion of his or her Account prior to the Participant's Severance from Employment from this Plan to another governmental section 457(b) plan, provided the transferee plan will accept the transfer, and further provided that the transferee plan is maintained by the Participant's Employer. It is the sole responsibility of the individual requesting a transfer of vested amounts to register for the transfer, complete all necessary paperwork, and pay applicable fees, if any.

ARTICLE X: LOANS

Section 10.01. Availability of Participant Loans.

Loans are not permitted under the Plan.

ARTICLE XI: VESTING

A Participant shall be one hundred percent (100%) Vested in his or her Accounts at all times.

ARTICLE XII: ROLLOVERS FROM THIS PLAN

Section 12.01. Definitions for this Article.

For purposes of this Article, the following definitions shall apply.

(a) "Direct Rollover" means an Eligible Rollover Distribution that is paid directly to an Eligible Retirement Plan for the benefit of the Distributee.

(b) "Distributee" means a Participant, the Spouse of the Participant, or the Participant's former Spouse who is the Alternate Payee under a Qualified Illinois Domestic Relations Order (QILDRO) as defined in 40 ILCS 5/1-119, and a Participant's non-Spouse Beneficiary, any of whom is eligible to receive a distribution from the Plan.

(c) "Eligible Retirement Plan," as defined under Code Section 402(c)(8)(B), means:

- (1) an individual retirement account described in Code Section 408(a);
- (2) an individual retirement annuity (other than an endowment contract) described in Code Section 408(b);
- (3) any annuity plan described in Code Section 403(a);
- (4) a plan described in Code Section 403(b);

- (5) a qualified plan described in Code Section 401(a);
- (6) a Code Section 457(b) eligible deferred compensation plan which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state;
- (7) a Roth individual retirement account described in Code Section 408A(e) provided the Distributee's adjusted gross income does not exceed any limit applicable under federal law for the tax year in which the distribution occurs; and
- (8) a SIMPLE IRA described in Code Section 408(p)(1), provided that the rollover contribution is made after the two (2) year period described in Code Section 72(t)(6).

In the case of a distribution to a non-Spouse Beneficiary, and Eligible Retirement Plan means the plans described in subparagraphs (1) and (2) only, to the extent consistent with the provisions of Code Section 402(c)(11) and any successor provisions thereto or additional guidance issued thereunder.

(d) "Eligible Rollover Distribution," as defined in Code Section 402(f)(2)(A), means any distribution of all or any portion of the balance to the credit of the Distributee under the Plan, excluding the following:

- (1) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or the life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten (10) years or more;
- (2) any distribution to the extent such distribution is required under Code Section 401(a)(9);
- (3) the portion of any distribution that is not includible in gross income; however, a portion of a distribution will not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions that are not includible in gross income, although such portion may be transferred only to an individual retirement account or annuity described in Code Section 408(a) or (b) or to a qualified retirement plan described in Code Section 401(a) that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of the distribution that is includible in gross income and the portion of the distribution that is not so includible;
- (4) any distribution which is made upon the financial hardship of the Participant; and
- (5) other items designated by regulations, or by the commissioner in revenue rulings, notices, or other guidance, as items that do not constitute an eligible rollover distribution.

Section 12.02. Direct Transfer of Eligible Rollover Distribution.

A Distributee may elect on an Applicable Form to have an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan as specified by the Distributee in a Direct Rollover, at the time and in the manner prescribed by the Administrator. An Eligible Rollover Distribution that is paid to an Eligible Retirement Plan in a Direct Rollover is excludable from the Distributee's gross income under Code Section 402; provided, however, if any portion of such Eligible Rollover Distribution is subsequently distributed from the Eligible Retirement Plan, that portion shall be included in gross income to the extent required under Code Section 402, 403, or 408.

Section 12.03. Mandatory Withholding of Eligible Rollover Distributions.

(a) If the Distributee of an Eligible Rollover Distribution does not elect to have the Eligible Rollover Distribution paid directly from the Plan to an Eligible Retirement Plan in a Direct Rollover pursuant to Code Section 401(a)(31), the Eligible Rollover Distribution shall be subject to a mandatory twenty percent (20%) federal income tax withholding under Code Section 3405(c). Only that portion of the Eligible Rollover Distribution that is not paid directly from the Plan to an Eligible Retirement Plan in a Direct Rollover shall be subject to the mandatory withholding requirement under Code Section 3405(e), and only to the extent such amount would otherwise be includible in the Distributee's taxable gross income.

(b) If a Distributee elects to have an Eligible Rollover Distribution paid to the Distributee, the distribution may be excluded from gross income of the Distributee provided that said distribution is contributed to an Eligible Retirement Plan no later than the sixtieth (60th) day following the day on which the Distributee received the distribution.

(c) If the Plan distribution is not an Eligible Rollover Distribution, said distribution shall be subject to the elective withholding provisions of Code Section 3405(a) and (b).

Section 12.04. Explanation of Plan Distribution and Withholding Requirements.

Not fewer than thirty (30) days nor more than one hundred eighty (180) days before an Eligible Rollover Distribution, the Administrator shall provide each Distributee a written explanation as required under Code Section 402(f), which explains the rules:

(a) under which Distributee may elect to have an Eligible Rollover Distribution paid in a Direct Rollover to an Eligible Retirement Plan;

(b) that require the withholding of tax on an Eligible Rollover Distribution if it is not paid in a Direct Rollover to an Eligible Retirement Plan;

(c) that provide that a distribution shall not be subject to tax if the distribution is rolled over to an Eligible Retirement Plan within sixty (60) days after the date the Distributee receives the distribution; and

(d) if applicable, certain special rules regarding taxation of the distribution as described in Code Sections 402(d) and (e).

Notwithstanding the above, a distribution may begin fewer than thirty (30) days after the notice discussed in the preceding sentence is given, provided that the Administrator clearly informs the Participant that he or she has a right to a period of at least thirty (30) days after receiving the notice to consider the decision of whether or not to elect a distribution and the Participant, after receiving a notice, affirmatively elects a distribution.

ARTICLE XIII: ADMINISTRATION OF THE PLAN

Section 13.01. Authority of the Administrator.

The Administrator is responsible for enrolling Participants in the Plan, sending Contributions for each Participant to the selected Fund Sponsor(s), and performing the duties required for operation of the Plan. The Administrator shall have all power necessary or convenient to enable it to exercise its authority under the Plan. In connection therewith, the Administrator may provide rules and regulations, not inconsistent with the provisions hereof, for the operation and management of the Plan, and may from time to time amend or rescind such rules or regulations. The Administrator is authorized to accept service of legal process for the Plan.

Section 13.02. Responsibility of the Employer.

The Employer is responsible for:

- (a) entering into Salary Reduction Agreements with Participants and timely remitting Contributions to the Plan;
- (b) monitoring contribution limits as provided in Section 5.03; and
- (c) such other responsibilities as may be reasonably delegated to the Employer by the Administrator from time to time with reasonable prior notice, which shall only be ministerial in nature.

Section 13.03. Powers of the Administrator.

The Administrator shall have the power and discretion to construe and interpret the Plan, including any ambiguities, to determine all questions of fact or law arising under the Plan, and to resolve any disputes arising under and all questions concerning administration of the Plan. The Administrator may correct any defect, supply any omission or reconcile any inconsistency in the Plan in such manner and to such extent as the Administrator may deem expedient and, subject to the Plan's claims procedures, the Administrator should be the sole and final judge of such expediency. Benefits under the Plan shall be paid only if the Administrator decides in its discretion that the Participant or Beneficiary is entitled to them.

Without limiting the generality of the foregoing, the Administrator shall have the following powers and duties:

- (a) to require any person to furnish such information as it may request for the purpose of the proper administration of the Plan as a condition to receiving any benefit under the Plan;
- (b) to make and enforce such rules and regulations and prescribe the use of such forms as it shall deem necessary for the efficient administration of the Plan;
- (c) to interpret the Plan and to resolve ambiguities, inconsistencies and omissions;
- (d) to decide all questions concerning the Plan and the eligibility of any individual to participate in the Plan;
- (e) to determine the amount of benefits which shall be payable to any person in accordance with the provisions of the Plan; and
- (f) to determine the methods and procedures for the implementation and use of any automated telephone, computer, internet, intranet or other electronic or automated system adopted by the Employer or Administrator for purposes of Plan administration, including, without limitation, for receiving and processing enrollments and instructions with respect to the investment of assets allocated to a Participant's Account or Rollover Account and for such other purposes as may be designated from time to time.

Section 13.04. Delegation by Administrator.

The Administrator may delegate to an individual, committee, or organization to carry out its fiduciary duties or other responsibilities under the Plan. Any such individual, committee or organization delegated fiduciary duties shall be a fiduciary until the Administrator revokes such delegation. A delegation of the Administrator duties or responsibilities may be revoked without cause or advance notice. Such individual, committee, or organization shall have the same power and authority with respect to such delegated fiduciary or other responsibilities as the Administrator has under the Plan.

Section 13.05. Employment of Consultants

The Administrator may employ one (1) or more persons to render advice with regard to its responsibilities under the Plan.

**ARTICLE XIV: REQUESTS FOR INFORMATION
AND CLAIMS PROCEDURES**

Section 14.01. Requests for Information Concerning Eligibility, Participation and Contributions.

Requests for information concerning eligibility, participation, contributions, or any other aspects of the operation of the Plan, and service of legal process, should be in writing and directed to the Administrator of the Plan.

Section 14.02. Requests for Information Concerning Investment Funds.

Requests for information concerning the Investment Funds and their terms, conditions, and interpretations thereof, claims thereunder, and any requests for review of such claims, should be in writing and directed to the Fund Sponsor(s).

Section 14.03. Processing of Claims.

An aggrieved party must first exhaust all claims remedies and procedures established by the Administrator. Within thirty-five (35) days from the date of the final disposition of the claim from which review is sought, a Participant or Beneficiary adversely affected by such claim disposition may file a written request for review in accordance with applicable provisions of 80 Ill. Admin. Code 1650.

ARTICLE XV: AMENDMENT AND TERMINATION

Section 15.01. Amendment and Termination.

While it is expected that the Plan shall continue indefinitely, the System reserves the right to amend, freeze, or terminate the Plan, or to discontinue Contributions to the Plan, at any time, by action of the Board.

Section 15.02. Adverse Effects.

Any amendment or termination of the Plan cannot adversely affect the benefits accrued by Participants prior to the date of amendment or termination. The Plan may not be amended in a manner that violates any provision of the Code or the Illinois Pension Code.

Section 15.03. Distribution Upon Termination of the Plan.

The System shall have the right to completely terminate this Plan, subject to any statutory requirements, at any time and in its sole discretion. In such a case, the System shall arrange for suitable distribution of Plan assets, including the possibility of transfer to another 457 plan or plans. The Trustee shall not be required to pay out any asset of the Trust Fund to Participants and Beneficiaries or a successor plan upon termination of the Trust until the Trustee has received written confirmation from the System (i) that all provisions of the law with respect to such termination have been complied with, and, (ii) after the Trustee has made a determination of the fair market value of the assets of the Plan, that the assets of the Plan are sufficient to discharge when due all obligations of the Plan required by law. The Trustee shall rely conclusively upon such written certification and shall be under no obligation to investigate or otherwise determine its propriety.

ARTICLE XVI: MISCELLANEOUS

Section 16.01. Non-Alienation.

(a) A Participant's Account under the Plan shall not be liable for any debt, liability, contract, engagement, or tort of the Participant or his or her Beneficiary, nor subject to anticipation, sale, assignment, transfer, encumbrance, pledge, charge, attachment, garnishment, execution, alienation, or any other voluntary or involuntary alienation or other legal or equitable process, nor transferable by operation of law.

(b) Notwithstanding paragraph (a), pursuant to 40 ILCS 5/1-119, a Participant's Account shall be paid to an Alternate Payee as directed in a Qualified Illinois Domestic Relations Order ("QILDRO"), provided that the QILDRO is properly filed with the System. A QILDRO is an Illinois court order that (i) creates or recognizes the existence of an alternate payee's right to receive all or a portion of a Participant's accrued benefits in the Plan, (ii) is issued pursuant to 40 ILCS 5/1-119 and Section 503(b)(2) of the Illinois Marriage and Dissolution of Marriage Act, and (iii) meets the requirements of 40 ILCS 5/1-119 and the System's administrative rules as applicable, 80 Ill. Admin. Code 1650.1110 *et seq.*

(c) Notwithstanding paragraph (a), the Plan shall offset from the benefit otherwise payable to a Participant or his or her Spouse such amounts as are permitted to be offset under a court order, civil judgment, or settlement agreement in accordance with Code Section 401(a)(13)(C).

Section 16.02. Military Service.

(a) Notwithstanding any provisions of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with USERRA, the HEART Act, Code Section 414(u), and Code Section 401(a)(37). For purposes of this section, "qualified military service" means any service in the uniformed services as defined in USERRA by any individual if such individual is entitled to reemployment rights under USERRA with respect to such service.

(b) A Participant whose employment is interrupted by qualified military service or who is on a leave of absence for qualified military service may elect to make Elective Deferrals upon resumption of employment with the Employer up to the maximum Elective Deferrals that the Participant could have elected during that period if the Participant's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Participant during the period of the interruption or leave. Except to the extent provided under Code Section 414(u), this right applies for the lesser of (i) five (5) years following the resumption of employment or (ii) a period equal to three (3) times the period of the interruption or leave. Such Elective Deferrals by the Participant may only be made during such period and while the Participant is reemployed by the Employer.

(c) If a Participant timely resumes employment with the Employer in accordance with USERRA, the Employer shall make the Discretionary Matching Contributions and Discretionary Nonelective Contributions, if any, that would have been made if the Participant had remained

employed during the Participant's qualified military service. Discretionary Matching Contributions and Discretionary Nonelective Contributions must be made no later than ninety (90) days after the date of reemployment or when Discretionary Matching Contributions and Discretionary Nonelective Contributions are normally due for the year in which the qualified military service was performed, if later.

(d) To the extent provided under Code Section 401(a)(37), in the case of a Participant whose employment is interrupted by qualified military service and who dies while performing qualified military service, the survivor of such Participant shall be entitled to any additional benefit (other than benefit accruals) provided under the Plan as if the Participant timely resumed employment in accordance with USERRA and then, on the next day, terminated employment on account of death.

(e) A Participant whose employment is interrupted by qualified military service or who is on a leave of absence for qualified military service and who receives a differential wage payment within the meaning of Code Section 414(u)(12)(D) from the Employer shall be treated as an Employee of the Employer who is a Participant eligible to make Elective Deferrals during such service and the differential wage payment shall be treated as Compensation and Includible Compensation. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Section 16.03. Limitation of Rights and Obligations.

Neither the establishment nor maintenance of the Plan, nor any amendment thereof, nor the purchase of any insurance contract, nor any act or omission under the Plan or resulting from the operation of the Plan shall be construed:

(a) as conferring upon any Participant, Beneficiary or any other person any right or claim against the System, Employer, Administrator, or Trust, except to the extent that such right or claim shall be specifically expressed and provided in the Plan;

(b) as a contract or agreement between the System and/or the Employer and any Participant or other person;

(c) as an agreement, consideration, or inducement of employment or as effecting in any manner or to any extent whatsoever the rights or obligations of the System, the Employer, or any Employee to continue or terminate the employment relationship at any time;

(d) as giving any Participant, Beneficiary or other person any right or claim against an Employer relating to the selection of the Fund Sponsor(s) or the Investment Options under the Plan; or

(e) as giving any Participant, Beneficiary or other person any right or claim against the System, the members of the Board, or Employers with respect to the Participant's decision to participate in, or to opt-out of participation in, the Plan.

Section 16.04. Federal and State Taxes.

It is intended that the Discretionary Employer Contributions and Pre-Tax Contributions, plus any earnings thereunder, are excludable from gross income for federal and state income tax purposes until paid to Participants or Beneficiaries, and that Roth Contributions and earnings thereunder are excludable from gross income for federal and state income tax purposes when paid to Participants or Beneficiaries to the extent that they are Qualified Distributions. However, the Administrator does not guarantee that any particular federal or state income, payroll, or other tax consequence will occur as a result of participation in this Plan.

Section 16.05. Erroneous Payments.

If the Administrator or Fund Sponsor makes any payment that according to the terms of the Plan and the benefits provided hereunder should not have been made, the Administrator or Fund Sponsor may recover that incorrect payment, by whatever means necessary, whether or not it was made due to the error of the Administrator or Fund Sponsor, from the person to whom it was made or from any other appropriate party. For example, if any such incorrect payment is made directly to a Participant, the Administrator or Fund Sponsor may deduct it when making any future payments directly to that Participant.

Section 16.06. Missing or Lost Participants.

In the event that the Administrator does not have current contact information for or is unable to identify a Participant or Beneficiary under the Plan, the Administrator shall make reasonable attempts to determine the address and identity of the Participant or Beneficiary entitled to benefits under the Plan. A reasonable attempt to locate a missing or lost Participant or Beneficiary shall include (i) providing notice to the Participant at the Participant's last known address via certified mail; (ii) determining whether the Employer's records or the records of another plan maintained by the Employer has a more current address for the Participant; (iii) attempting to contact any named Beneficiary of the Participant; and (iv) searching for the missing Participant via free electronic search tools, such as Internet search engines, public record databases, obituaries, and social media. If such search methods are unsuccessful, based on the facts and circumstances, the Administrator may use other search methods, including using Internet search tools, commercial locator services, credit reporting agencies, information brokers, investigation databases, and analogous services that may involve charges. The Administrator may charge missing Participants and Beneficiaries reasonable expenses for efforts to find them. If a Participant or Beneficiary has not been located after reasonable efforts have been made, then any benefit to which the Participant or Beneficiary is entitled under the Plan shall be forfeited and used by the Plan to reduce Plan expenses; provided, however, that such benefit shall be reinstated prospectively if the Participant or Beneficiary is subsequently located.

Section 16.07. Liability.

The System shall satisfy any liability actually and reasonably incurred by any members of the Board or any person to whom any power, authority, or responsibility of the System is delegated pursuant to Section 13.03, except a Fund Sponsor or other service provider. The right of indemnification exists under the regulations or bylaws of the System's Board of Trustees, under

any provision of law, or under any other agreement; provided, however, that the System will not satisfy any such liability to the extent that the person did not act in good faith. Except to the extent otherwise provided above, the System is an entity not authorized by Illinois law to provide indemnification to any party. Accordingly, except as provided above, the System shall at no time or for any reason be required to indemnify any party in connection with the Plan; provided, however, that the System is not relieved of any enforceable obligations that the System may have under the Plan.

Section 16.08. No Reversion.

Under no circumstances or conditions will any Contributions revert to, be paid to, or inure to the benefit of, directly or indirectly, the System or the Employer, but shall be held for the exclusive purpose of providing benefits to Participants and their Beneficiaries and defraying the reasonable expenses of administering the Plan. However, if Contributions are made by the System or the Employer by mistake of fact, these amounts and, if applicable, any interest earned therein, may be returned to the System or Employer, as applicable, within one year of the date that they were made.

Section 16.09. Finality of Determination.

All determinations under the Plan are made on the basis of the records of the System and the Employer, and all determinations made are final and conclusive upon Employees, former Employees, and all other persons claiming a benefit under the Plan.

Section 16.10. Claims of Other Persons.

The provisions of the Plan will not be construed as giving any Participant or any other person, firm, or corporation, any legal or equitable right against the System or Employer, its trustees, officers, employees, or directors, except the rights as specifically provided for in this Plan or created in accordance with the terms and provisions of this Plan.

Section 16.11. Counterparts.

The Plan may be executed in any number of counterparts, each of which shall be deemed to be an original. All counterparts shall constitute but one and the same instrument and shall be evidenced by any one counterpart.

IN WITNESS WHEREOF, the Board of Trustees of the Teachers' Retirement System of the State of Illinois System hereby amends and restates the Teachers' Retirement System of the State of Illinois 457(b) Deferred Compensation Supplemental Savings Plan, effective June 16, 2022.

BOARD OF TRUSTEES OF THE TEACHERS' RETIREMENT SYSTEM OF THE STATE OF ILLINOIS

By: 

Matthew Hunt, Board Chair

Date: June 16, 2022

Attest: 

Stan Rupnik, Executive Director

Date: June 16, 2022

TEACHERS' RETIREMENT SYSTEM OF THE STATE OF ILLINOIS



2815 W Washington | PO Box 19253 | Springfield IL 62794-9253

R. Stanley Rupnik, Executive Director

employers@trsil.org | http://www.trsil.org

SUPPLEMENTAL SAVINGS PLAN 888-678-3675 | FAX: 217-753-0969

**Supplemental Savings Plan
Employer Participation Agreement**

The undersigned employer (“Employer”) and the Teachers’ Retirement System of the State of Illinois (the “System”) agree to the participation of the Employer in the Teachers’ Retirement System of the State of Illinois Supplemental Savings Plan (the “Plan”). The Plan is sponsored and administered by the System and is intended to qualify as an eligible deferred compensation plan under Section 457(b) of the Internal Revenue Code (“Code”) that is a governmental plan under Code Section 414(d) and Section 3(33) of the Employee Retirement Income Security Act of 1974 (“ERISA”).

Complete this Participation Agreement only if the Employer is both an employer subject to Article 16 of the Illinois Pension Code and an eligible employer within the meaning of Code Section 457(e)(1)(A).

Employer Information

School District or Agency Name:	TRS Code:
Address:	Tax ID Number: _____ - _____

Type of Adoption and Effective Date

The Employer’s Plan document shall consist of this Employer Participation Agreement (“Participation Agreement”) and the Plan document, as amended from time to time. All capitalized terms in this Participation Agreement shall have the meaning set forth in the Plan document.

It is very important that this Participation Agreement be completed accurately to ensure consistency between the Plan and actual plan operation. The Employer may prospectively change the terms of its participation in the Plan at any time by completing a new Participation Agreement with the System.

This Participation Agreement is for the following purpose (*check and complete one only*):

- This is a new 457(b) deferred compensation plan adopted by the Employer for its Employees effective _____, 20____ (*insert effective date of this Participation Agreement*).
- This is an amendment to be effective as of _____, _____ (*insert effective date of this amendment*) to the current Participation Agreement previously adopted by the Employer, which was originally effective _____, 20____ (*insert effective date of the original Participation Agreement*).

Custody of Assets

Code Section 457(g) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries in a Trust pursuant to the terms of the Plan.

Participation

An Employee may become a Participant in the Plan for purposes of Elective Deferrals and Discretionary Employer Contributions immediately upon commencement of employment with the Employer. “Employee” means an individual who is a teacher, as defined in Section 16-106 of the Illinois Pension Code, of an Employer and is a full-time or part-time contractual employee. An Employee does not include an individual who is a leased employee under Code Section 414(n)(2).

Elective Deferrals

All Employees of the Employer shall be permitted to make Elective Deferrals to the Plan. Elective Deferrals include pre-tax contributions and Roth contributions. A Participant shall be 100% vested in his or her Elective Deferrals at all times. As further provided in the Administrative Information section of this Participation Agreement, the Employer is solely responsible for monitoring the limit on Elective Deferrals under this Plan and any other 457(b) plan in which the Employer's employees are eligible to participate to assure that contributions to this Plan do not exceed any applicable limits under the Code, including but not limited to Code Section 457(b).

Discretionary Matching Contributions

1. The Employer shall (*check and complete one only*):

- a. **Not** make Discretionary Matching Contributions.
- b. Make Discretionary Matching Contributions.

Note: Any Discretionary Matching Contribution will reduce, dollar for dollar, the Elective Deferrals that a participant can contribute.

2. A Participant shall be 100% vested in his or her Discretionary Matching Contributions at all times.

Discretionary Nonelective Contributions

1. The Employer shall (*check and complete one only*):

- a. **Not** make Discretionary Nonelective Contributions.
- b. Make Discretionary Nonelective Contributions.

Note: Any Discretionary Nonelective Contribution will reduce, dollar for dollar, the amount a participant can contribute.

2. A Participant shall be 100% vested in his or her Discretionary Nonelective Contributions at all times.

Administrative Information

In executing this Participation Agreement, the Employer agrees:

- that it is eligible to adopt the Plan, and that its governing body has adopted a resolution to approve the adoption of the Plan for its eligible employees, which resolution is available to the System upon request;
- to be bound by all terms of the Plan document, as applicable, the terms of this Participation Agreement, and the rules and regulations of the System, all as may be amended from time to time, and that no oral understanding not incorporated into this Participation Agreement is binding on any party;
- to provide any information reasonably requested by the System or a service provider from time to time to properly administer the Plan in accordance with its terms and applicable law;
- to allow the System and/or the service providers reasonable access to eligible employees to assist with enrollment in and administration of the Plan; to be solely responsible for the correction of any operational or compliance errors resulting from the Employer's failure to perform its responsibilities or provide accurate information to the System or a service provider, including by way of example and not limitation, to seek relief under the Employee Plans Compliance Resolution System, as determined and directed by the System;

(continued)

- that all contributions to the Plan will be deposited in the [Teachers' Retirement System of the State of Illinois Supplemental Saving Plan Trust established by the System and the System's Custodial Bank] for the exclusive benefit of participants and beneficiaries, and that the Employer shall have no right to Trust assets;
- that participants in the Plan have the right to direct the investment of their accounts by choosing among the investment options selected by the System and offered under the Plan, and that any participant who does not provide timely investment direction will be deemed to have elected the Plan's default investment, as selected by the System;
- that participants will be charged fees for the investment and administration services provided by the System and the service providers, which will be offset against investment returns or deducted from participant accounts periodically; and
- that the Employer has consulted, to the extent necessary, with its own legal and tax advisors.

The Employer further agrees that it is responsible for the following areas of compliance:

- determining and monitoring employee eligibility in accordance with the terms of the Plan and the Participation Agreement;
- entering into salary reduction agreements with Employees and timely remitting all Elective Deferrals and Discretionary Employer Contributions, if any, to the Plan; and
- calculating and processing all participant Elective Deferrals, Discretionary Matching Contributions and Discretionary Nonelective Contributions in accordance with this Plan and the Code and to monitor compliance with respect to any of these contributions with the limits imposed by the Code, including Code Section 457 under this Plan and; any other Code Section 457(b) plan in which Employer's employees participate.

This Participation Agreement is duly executed on behalf of the Employer by the undersigned authorized signatories and shall be effective as indicated under Type of Adoption and Effective Date section.

Employer's Authorized Signatories:

Signature:	Signature:
Print:	Print:
Title:	Title:
Date:	Date:

Acceptance of Employer's participation in the Teachers' Retirement System of the State of Illinois Supplemental Savings Plan:

Signature:  Date: 5/18/2022
 Executive Director

OPERATIONAL SERVICES

4:60 Purchases and Contracts

The Superintendent shall manage the District's purchases and contracts in accordance with applicable federal and State law, the standards set forth in this policy, and other applicable Board of Education policies.

Standards for Purchasing and Contracting

All purchases and contracts shall be entered into in accordance with State law. The Board Attorney shall be consulted as needed regarding the legal requirements for purchases or contracts. All contracts shall be approved or authorized by the Board.

over \$10,000

All purchases and contracts should support a recognized District function or purpose as well as provide for good quality products and services at the lowest cost, with consideration for service, reliability, and delivery promptness, and in compliance with State law. No purchase or contract shall be made or entered into as a result of favoritism, extravagance, fraud, or corruption.

Adoption of the annual budget authorizes the Superintendent or designee to purchase budgeted supplies, equipment, and services, provided that State law is followed. Purchases of items outside budget parameters require prior Board approval, except in an emergency.

When presenting a contract or purchase for Board approval, the Superintendent or designee shall ensure that it complies with applicable federal and State law, including but not limited to, those specified below:

1. Supplies, materials, or work involving an expenditure in excess of \$25,000 must comply with the State law bidding procedure, [105 ILCS 5/10-20.21](#), unless specifically exempted.
2. Construction, lease, or purchase of school buildings must comply with State law and Board policy 4:150, *Facility Management and Building Programs*.
3. Guaranteed energy savings must comply with [105 ILCS 5/19b-1](#) *et seq.*
4. Third party non-instructional services must comply with [105 ILCS 5/10-22.34c](#).
5. Goods and services that are intended to generate revenue and other remunerations for the District in excess of \$1,000, including without limitation vending machine contracts, sports and other attire, class rings, and photographic services, must comply with [105 ILCS 5/10-20.21](#)(b-5). The Superintendent or designee shall keep a record of: (1) each vendor, product, or service provided, (2) the actual net revenue and non-monetary remuneration from each contract or agreement, and (3) how the revenue was used and to whom the non-monetary remuneration was distributed. The Superintendent or designee shall report this information to the Board by completing the necessary forms that must be attached to the District's annual budget.
6. Any contract to purchase food with a bidder or offeror must comply with [105 ILCS 5/10-20.21](#)(b-10).
7. The purchase of paper and paper products must comply with [105 ILCS 5/10-20.19c](#) and Board policy 4:70, *Resource Conservation*.
8. Each contractor with the District is bound by each of the following:
 - a. In accordance with [105 ILCS 5/10-21.9](#)(f): (1) prohibit any of its employees who is or was found guilty of a criminal offense listed in [105 ILCS 5/10-21.9](#)(c) and [5/21B-80](#)(c) to have direct, daily contact at a District school or school-related activity with one or more student(s); (2) prohibits any of the contractor's employees from having direct, daily contact

with one or more students if the employee was found guilty of any offense in [5/21B-80\(b\)](#) (certain drug offenses) until seven years following the end of the employee's sentence for the criminal offense; and (3) require each of its employees who will have direct, daily contact with student(s) to cooperate during the District's fingerprint-based criminal history records check on him or her.

b. In accordance with [105 ILCS 5/24-5](#): (1) concerning each new employee of a contractor that provides services to students or in schools, provide the District with evidence of physical fitness to perform the duties assigned and freedom from communicable disease if the employee will have direct, daily contact with one or more student(s); and (2) require any new or existing employee who has and will have direct, daily contact with one or more student(s) to complete additional health examinations as required by the District and be subject to additional health examinations, including tuberculosis screening, as required by the Ill. Department of Public Health rules or order of a local health official.

9. After 1-1-23, any pavement engineering project using a coal tar-based sealant product or high polycyclic aromatic hydrocarbon sealant product for pavement engineering-related use must comply with the Coal Tar Sealant Disclosure Act.

10. Purchases made with federal or State awards must comply with [2 C.F.R. Part 200](#) and [30 ILCS 708/](#), as applicable, and any terms of the award.

The Superintendent or designee shall: (1) execute the reporting and website posting mandates in State law concerning District contracts, and (2) monitor the discharge of contracts, contractors' performances, and the quality and value of services or products being provided.

LEGAL REF.:

[2 C.F.R. Part 200](#).

[105 ILCS 5/10-20.19c](#), [5/10-20.21](#), [5/10-21.9](#), [5/10-22.34c](#), [5/19b-1](#) *et seq.*, and [5/24-5](#).

[30 ILCS 708/](#), Grant Accountability and Transparency Act.

[410 ILCS 170/](#), Coal Tar Sealant Disclosure Act.

[820 ILCS 130/](#), Prevailing Wage Act.

CROSS REF.: 2:100 (Board Member Conflict of Interest), 4:70 (Resource Conservation), 4:150 (Facility Management and Building Programs), 4:175 (Convicted Child Sex Offender; Screening; Notifications)

Adopted: January 26, 2022

Palos Heights SD 128

STUDENTS

7:40 Nonpublic School Students, Including Parochial and Home-Schooled Students

Part-Time Attendance

The District accepts nonpublic school students, including parochial and home-schooled students, who live within the District for part-time attendance in the District's regular education program on a space-available basis. Requests for part-time attendance must be submitted to the Building Principal. All requests for attendance in the following school year must be submitted before May 1.

A student accepted for partial enrollment must comply with all discipline and attendance requirements established by the school. He or she may participate in any co-curricular activity associated with a District class in which he or she is enrolled. The parent(s)/guardian(s) of a student accepted for partial enrollment must pay all fees, pro-rated on the basis of a percentage of full-time fees. Transportation to and/or from school is provided on regular bus routes to or from a point on the route nearest or most easily accessible to the nonpublic school or student's home. This transportation shall be on the same basis as the District provides transportation for its full-time students. Transportation on other than established bus routes is the responsibility of the parent(s)/guardian(s).

Students with a Disability

The District accepts for part-time attendance those children for whom it has been determined that special education services are needed, are enrolled in nonpublic schools, and otherwise qualify for enrollment in the District. Requests must be submitted by the student's parent/guardian. Special educational services shall be provided to such students as soon as possible after identification, evaluation, and placement procedures provided by State law, but no later than the beginning of the next school semester following the completion of such procedures. Transportation for such students shall be provided only if required in the child's individualized educational program on the basis of the child's disabling condition or as the special education program location may require.

Extracurricular Activities, Including Interscholastic Competition

~~Nonpublic students, regardless of whether they attend a District school part time, will not be allowed to participate in extracurricular activities.~~

Assignment When Enrolling Full-Time in a District School

Grade placement by, and academic credits earned at, a nonpublic school will be accepted if the school has a Certificate of Nonpublic School Recognition from the Illinois State Board of Education, or, if outside Illinois, if the school is accredited by the state agency governing education.

A student who, after receiving instruction in a non-recognized or non-accredited school, enrolls in the District will: (1) be assigned to a grade level according to academic proficiency, (2) chronological age, and/or (3) have academic credits recognized by the District if the student demonstrates appropriate academic proficiency to the school administration. Any portion of a student's transcript relating to such instruction will not be considered for placement on the honor roll or computation in class rank.

Notwithstanding the above, recognition of grade placement and academic credits awarded by a nonpublic school is at the sole discretion of the District. All school and class assignments will be made according to Board of Education policy 7:30, *Student Assignment*, as well as administrative procedures implementing this policy.

LEGAL REF.:

[105 ILCS 5/10-20.24](#) and [5/14-6.01](#).

CROSS REF.: 4:110 (Transportation), 6:170 (Title I Programs), 6:190 (Extracurricular and Co-Curricular Activities), 6:320 (High School Credit for Proficiency), 7:30 (Student Assignment), 7:300 (Extracurricular Athletics)

Adopted: August 12, 2020

Palos Heights SD 128

Proposed Revision:

Extracurricular Activities, Including Interscholastic Competition

A nonpublic school student is eligible to participate in: (1) interscholastic competition, provided his or her participation adheres to the regulations established by any association in which the School District maintains a membership, and (2) non-athletic extracurricular activities, provided the student's participation adheres to the guidelines for the activity. A parent or guardian is responsible for providing transportation for the participant to and from the school activity. A nonpublic student who participates in an extracurricular activity is subject to all policies, regulations, and rules that are applicable to other participants in the activity.



Palos Heights School District 128

12809 S. McVicker Ave • Palos Heights, IL 60463
Phone: (708) 597-9040 • Fax: (708) 597 9089 • www.palos128.org

Merryl B. Brownlow, Ed.D.
Superintendent

**2022-2023 School Year
Board of Education Meeting Dates**

Second Wednesday of the Month (*unless otherwise noted)

Meetings take place at 6:00pm at the Palos Heights School District #128 Administrative Center located at 12809 S. McVicker Ave., Palos Heights, IL 60463.

No July 2022 Meeting

August 10, 2022

September 14, 2022

October 12, 2022

**November 17, 2022
(*date change approved at
the September meeting)**

December 14, 2022

January 25, 2023 (*4th Wednesday)

No February 2023 Meeting

March 8, 2023

April 12, 2023

May 10, 2023

June 7, 2023 (*1st Wednesday)



FINANCIAL CONSULTING AGREEMENT

This Financial Consulting Agreement (the "Agreement") is made and entered into by and between Palos Heights School District 128, Cook County, Illinois ("Client") and Illuminate, Incorporated ("Illuminate") effective as of September 1, 2022 (the "Effective Date"). The Client and Illuminate collectively constitute the "Parties" hereunder".

WITNESSETH:

WHEREAS, the Client desires to retain a financial consultant to assist the Client with various services during the fiscal year:

WHEREAS, Illuminate is willing to provide its professional services as a financial consultant to the Client during the period in which this Agreement shall be effective; and

NOW, THEREFORE, the Client and Illuminate, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I SCOPE OF SERVICES

Upon the request of an authorized representative of the Client, Illuminate agrees to perform the financial consulting services stated in the following provision of this Section 1 "*Scope of Services*"; and for having rendered such services, the Client agrees to pay Illuminate the compensation as provided in Section IV hereof.

A. Core Services Provided

- I. Development of the Financial Analysis and Projection Report ("FAP")
 - Develop a comprehensive written financial report that includes the following information:
 - Analysis of the district's financial history
 - Analysis of the district's strengths, weaknesses, opportunities, and threats
 - Generate useful information beyond the financial statements, including:
 - trends in tax collection percentages, tax refunds and new taxable property
 - tax increment financing districts within district boundaries
 - largest taxpayers in the district



- debt history, future debt levies and borrowing availability
- A multi-year financial projection using assumptions developed through consultation with the administration. Projection model will include three scenarios: realistic, realistic worse-case, and realistic best-case.
- Create a concise and clear visual presentation summarizing the FAP to the board of education
- Present the FAP to the board of education and share with the board an independent analysis of the financial condition of the school district.

II. Annual Budget Assistance

- Assist in the development of the budget and/or review the draft budget.
- Create a concise and clear visual presentation to summarize the budget to the board of education utilizing our unique budget presentation format.
- Present the budget to the board of education upon request.
- Assist in placing the budget into the State budget form and to monitor and advise on the administrative cost cap calculation.

III. Annual Tax Levy Assistance

- Assist in the development of the annual tax levy and/or review the draft levy.
- Create a concise and clear visual presentation to summarize the levy to the board of education using our unique levy presentation format.
- Present the levy to the board of education upon request.
- Provide the estimated impact of the levy to both the district and its taxpayers.

B. Additional Services Provided by Illuminate

I. Grant Assistance

- Assist the district in state and federal grant reporting
- Provide guidance as requested on the effective use of grant dollars
- Provide guidance on Maintenance of Effort ('MOE') issues

II. Assistance on Collective Bargaining Agreements

- Meet with the union to present an independent analysis of the district's financial condition
- Create a comparison report of the districts CBA to comparable school districts
- Assist in the development of the salary schedule and scattergram to cost out the current contract and various proposal options
- Assist in developing compensation strategies for the district to consider



III. Accounting Assistance

- Assist in the development of an account number structure that is compliant with ISBE guidelines
- Assist in the reconciliation of bank accounts

IV. Professional Development Services

- Business manager mentoring
- School board member training

V. Preparing and reviewed requests for proposals (RFP's)

VI. Other Support Services if Available

**SECTION II
TERM OF AGREEMENT**

The term of this agreement shall commence on the effective date and shall terminate on August 31, 2023. This agreement shall be automatically extended for successive one-year periods at the end of the initial term and each extended term thereafter, unless either party provides written notice of termination to the other party at least thirty (30) days prior to the expiration of the initial or such extended term, respectively.

**SECTION III
COMPENSATION**

The fees due to Illuminate, Inc. shall be \$12,000 per year and will be due and payable upon Illuminate issuing an invoice to the Client. The fee will cover all items under the section "*Core Services Provided*". Additionally, this agreement will provide up to twenty (20) hours of service towards items listed under the section "*Additional Services Provided*". Illuminate will charge \$200 per hour for additional hours of service beyond the twenty hours.

**SECTION IV
DISCLOSURES**

Illuminate, at all times, will act in good faith with respect to its Services under this Agreement. The client agrees that Illuminate shall not be liable to the Client for any act or omission in connection with the performance of Illuminate's services hereunder, other than as a result of Illuminate's negligent acts of omissions, reckless conduct, intentional misconduct, bad faith, violation of applicable law or material breach of any of the material terms of this Agreement.



YOUR SIGNATURE REQUIRED

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

ILLUMINATE, INCORPORATED

By _____

Robert G. Grossi
President

Date _____

Accepted and Approved:

PALOS HEIGHTS SCHOOL DISTRICT 128,
COOK COUNTY ILLINOIS

By ⁽¹⁾: _____

Print Name

Title: _____

Date: _____

(1) *By signing this Agreement, as representative of the Client, the representative acknowledges that he or she has the ability to bind the Client by contract with Illuminate.*

School District 128
Financial Summary Report - All Funds
AUGUST 2022 PRELIMINARY

	Current YTD	Current Budget	(Over)/Under Budget	% of Budget	Prior YTD August-21	Prior Budget	(Over)/Under Budget	% of Budget	Prior YTD vs. Current YTD
BEGINNING BALANCE	\$12,215,938.96				\$9,883,213.00				
REVENUES									
Real Estate Taxes 1100	\$17,349.50	\$9,949,000.00	\$9,931,650.50	0%	\$0.00	\$9,394,346.00	\$9,394,346.00	0%	\$17,349.50
Other Local Sources 1000	\$81,152.34	\$713,000.00	\$631,847.66	11%	\$62,525.61	\$457,100.00	\$394,574.39	14%	\$18,626.73
General St Aid 3001	\$56,078.00	\$604,000.00	\$547,922.00	9%	\$54,700.00	\$601,701.00	\$547,001.00	9%	\$1,378.00
Other State 3000	\$41,923.72	\$279,262.00	\$237,338.28	15%	\$47,075.04	\$176,394.00	\$129,318.96	27%	(\$5,151.32)
Federal 4000	\$147,770.44	\$387,000.00	\$239,229.56	38%	\$126,988.07	\$367,034.00	\$240,045.93	35%	\$20,782.37
ESSER Grants	\$202,422.00	\$586,667.00	\$384,245.00	35%	\$0.00	\$777,397.00	\$777,397.00	0%	\$202,422.00
TOTAL REVENUES	\$546,696.00	\$12,518,929.00	\$11,972,233.00	4%	\$291,288.72	\$11,773,972.00	\$11,482,683.28	2%	\$255,407.28
EXPENDITURES									
Salaries 100	\$457,279.16	\$6,932,218.24	\$6,474,939.08	7%	\$464,345.46	\$6,769,002.00	\$6,304,656.54	7%	(\$7,066.30)
Benefits 200	\$132,792.33	\$1,823,279.85	\$1,690,487.52	7%	\$130,099.89	\$1,761,578.00	\$1,631,478.11	7%	\$2,692.44
Purchased Services 300	\$260,438.02	\$1,740,127.00	\$1,479,688.98	15%	\$154,470.01	\$1,358,583.00	\$1,204,112.99	11%	\$105,968.01
Supp/Materials 400	\$26,655.59	\$692,444.00	\$665,788.41	4%	\$154,865.59	\$732,846.00	\$577,980.41	21%	(\$128,210.00)
Capital Outlay 500	\$1,288,098.05	\$2,150,500.00	\$862,401.95	60%	\$461,255.83	\$1,983,649.00	\$1,522,393.17	23%	\$826,842.22
Out of Dist Tuition 670	\$28,091.66	\$450,000.00	\$421,908.34	6%	\$33,624.72	\$350,000.00	\$316,375.28	10%	(\$5,533.06)
Other 600	\$16,576.65	\$1,090,775.00	\$1,074,198.35	2%	\$6,719.22	\$918,875.00	\$912,155.78	1%	\$9,857.43
Non-Capitalized Equip 700	\$47,697.61	\$144,640.00	\$96,942.39	33%	\$3,129.00	\$142,666.00	\$139,537.00	-2%	\$44,568.61
Termination Benefits 800	\$0.00	\$0.00	\$0.00	n/a	\$0.00	\$0.00	\$0.00	n/a	\$0.00
TOTAL EXPENDITURES	\$2,257,629.07	\$15,023,984.09	\$12,766,355.02	15%	\$1,408,509.72	\$14,017,199.00	\$12,608,689.28	10%	\$849,119.35
LIABILITES	(\$321,251.23)				(\$289,528.98)				
TOTAL FUND BALANCE	\$10,505,005.89				\$8,765,992.00				
TOTAL LIAB & FUND BALANCE	\$10,183,754.66				8,476,463.02				
CAPITAL PROJECTS	\$1,303,474.51				441,991.33				
EXCLUDING CAPITAL PROJECTS	9,201,531.38				8,324,000.67				
TOTAL LIAB & FUND BALANCE EXCLUDING CAPITAL	8,880,280.15				8,034,471.69				