



Lemont-Bromberek Combined School District 113A

February 26, 2010

Ms. Laura Reigle
11S236 Carpenter Street
Lemont, IL 60439
lreigle@comcast.net

Dear Ms. Reigle:

Thank you for writing to Lemont-Bromberek CSD113A with your request for information pursuant to the Illinois Freedom of Information Act., 5 ILCS 140/1 et seq.

On February 19, 2010, you requested the following documents:

“A copy of the agreement between the Interim Treasurer and the District.”

Your request has been granted.

Attached is the information you requested.

Respectfully,

Sandra Larek, FOIA Officer
Lemont-Bromberek CSD113A
16100 127th Street
Lemont, IL 60439
630/257-2286 ext. 4604
slarek@sd113a.org

INTERIM TREASURER

THIS AGREEMENT is made this 5th day of February, 2010, by and between the BOARD OF EDUCATION of LEMONT-BROMBEREK COMBINED SCHOOL DISTRICT NO. 113A, COOK AND DUPAGE COUNTIES, ILLINOIS (Board) and MR. JAY TOVIAN (collectively hereinafter "the Parties"), approved at a meeting of the Board on January 27, 2010, as found in the minutes of that meeting, to be effective on February 5, 2010.

THE PARTIES, having discussed the nature of the terms contained herein and for mutual consideration, HEREBY AGREE:


EMPLOYMENT:	Mr. Tovian is hereby hired and retained on an interim contract basis which is in effect for the period between February 5, 2010 through and including June 30, 2010, upon satisfactory performance, and for such additional periods of time as may be later agreed to by the Parties, as Interim Treasurer for the Lemont-Bromberek CSD 113A (District).
DUTIES:	The duties and responsibilities of Mr. Tovian shall be those duties appropriate to the Office of the School Treasurer, as set forth in the Board's job description, attached as Exhibit A, which may be amended from time to time; those obligations which may be imposed by laws of the State of Illinois; other professional duties customarily performed; and additional duties as may be assigned from time to time to Mr. Tovian by the Superintendent. His duties shall include, but not be limited to the following: a) preparation of Treasurer's Reports in accordance with the <i>Illinois School Code</i> , applicable state statutes and the requirements of the Illinois State Board of Education; b) administration of the selection process for professional services providers in the areas of banking, finance and auditing services; c) design and input on the FY 2009 audit management letter; d) providing assistance in the administration of the State Financial Plan; e) assistance in the hiring of a new District Business Manager; f) analysis and development of recommendations on policies, procedures and staffing actions pertaining to the District's Business Office; g) assistance in the preparation of monthly financial reports to the Board; and h) providing assistance to the Business Manager on day to day business operations as appropriate. Mr. Tovian will attend at least one Board meeting per month when business operations matters are on the meeting agenda. The Board reserves the right to reassign Mr. Tovian to different duties during the term of this Agreement without loss of pay or benefits.
COMPENSATION, WAGES AND	In consideration of a daily rate of pay of Six Hundred Fifty Dollars (\$650.00) per business day, Mr. Tovian agrees to perform the aforesaid Treasurer's Duty at least two days per week for a minimum of eight hours

HOURS:	per business day, and to devote such time, skill, labor and attention to this employment, during the term of this Agreement, and to perform faithfully the duties of Interim Treasurer for the District as set forth in this Agreement. The weekly schedule will be agreed upon between the Superintendent and Mr. Tavian. The parties mutually agree to use their best efforts to adopt a schedule which is consistent with the legal obligations and limitations imposed by the Illinois Municipal Retirement Fund, given Mr. Tavian's status and reportable hour limitations. The daily rate of pay will be pro-rated if less or more than eight hours per day are actually required and performed.
<i>Payment Schedule</i>	Mr. Tavian will provide time sheets to support his actual hours of work performed, which will be submitted prior to issuance of pay. Payments will be issued on the same schedule as all other salaried employees of the District. All payments will be subject to normal and customary federal and state income tax withholding.
<i>Leave</i>	Since Mr. Tavian is working on a daily and periodic basis, he will not be entitled to any vacation or holiday pay. His schedule will be adjusted to accommodate District closings due to holidays.
<i>Auto Usage</i>	The Board agrees to reimburse the Interim Treasurer for business use of his personal vehicle at the mileage rate approved by the Internal Revenue Service. Mr. Tavian is responsible for maintaining a log of his vehicle usage to claim reimbursement for business usage. Mr. Tavian may submit a claim for reimbursement on a monthly, quarterly or yearly basis; however, a claim will be submitted at least once per each school year. Failure to submit a claim forfeits this benefit.
TERMINATION OF AGREEMENT:	During the term of this Agreement, the Board and the Interim Treasurer may mutually agree, in writing, to terminate this Agreement.
CRIMINAL BACKGROUND:	Under Section 5/10-21.9 of the <i>School Code</i> , the Board is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit the named crimes therein. If the criminal background investigation required by Illinois law is not completed at the time the Agreement is signed, and the subsequent investigation report reveals that there has been a conviction, or if a conviction for one of the named crimes occurs during the term of this Agreement, this Agreement shall immediately become null and void.
ABUSE AND NEGLIGENCE:	The Interim Treasurer acknowledges that he is a mandated reporter under the <i>Abused and Neglected Child Reporting Act</i> and the <i>Elder Abuse and Neglect Act</i> and avers that he has knowledge of and understands his professional duties and obligations as a mandated reporter under these Acts.

MISCELLANEOUS:	
<i>Governing Law</i>	This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
<i>Headings</i>	Paragraph headings have been inserted for convenience of reference only, and if there shall be any conflict between any such heading and the text of this Agreement, the text shall control.
<i>Execution</i>	This Agreement may be executed by one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
<i>Integration</i>	This Agreement contains all of the terms agreed upon by the Parties with Clause respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements and communications between the Parties concerning such subject matter, whether oral or written.
<i>Binding Effect</i>	This Agreement shall be binding upon and inure to the benefit of the Interim Treasurer, his successors, assigns, heirs, executors, and personal representatives, and shall be binding upon and inure to the benefit of the Board, its successors and assigns.
<i>Amendment</i>	Except as may otherwise be provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless reduced to writing and duly authorized and signed by each of them.
<i>Severability</i>	If any provision, paragraph, phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it shall be deemed removed here from and the remainder of this Agreement shall continue to have its intended full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names and in the case of the Board, by its President, on the day and year first written above.

Interim Treasurer

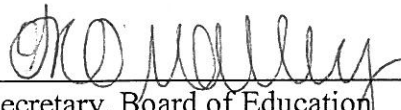


 Mr. Jay Tovlan

Board of Education,
Lemont-Bromberek Combined School District No. 113A

By:  _____
Its President

ATTEST:

 _____
Secretary, Board of Education